

1909-020 Chancery Causes: James W. Orr, surv. vs. Admr. of C. K. Brown & Lee Co.

Folder 1 of 3

Brown & Orr, Pennington, Spencer, Flanary, Day, Goslyn, Wynn,
Pennington Gap Improvement Co., Poteet, Crowell, Hyatt, Stewart,
Talley, Moneyhon, Cook, Catron, Moneyhun

CA- Business Dissolution

T- Property
Business

- Deed

Additional Information:

Hardware / farming
implements business

To the Honorable H.A.W. Skeen, Judge of the Circuit Court of Lee County, Virginia:

Humbly complaining your orator James W. Orr, Survivor &c. would respectfully show your Honor that heretofore, to-wit, on the 1st day of February, 1895, your orator and one C.K. Brown, now deceased, associated themselves together as partners under the firm name of Brown & Orr, for the purpose of selling, either as purchasers or agents, machinery, farming implements and hardware for the period of three years. The principal place for conducting said business to be at Jonesville and said parties to contribute equally of capital and labor necessary to carry on said business and to share equally in the profits or losses that should occur, all of which will more fully and at large appear from said original contract in writing which is filed herewith as a part hereof, marked "Exhibit A".

Your orator will now further show your Honor that at the expiration of the said three years said business was, by mutual consent, continued on the same terms and conditions prescribed in said original contract, and it so continued until the 8th day of January, 1907, when the said C.K. Brown departed this life, intestate and without any settlement, or adjustment of said business.

(1) Your orator will now show your Honor that the said C.K. Brown was the active member of said firm conducting its business, and attending to its affairs, giving to it his time, while your orator gave to said firm its principal credit, *and an equal amount of services and contributed all of the capital that was put into said business.*

(2) Your orator will now further show your Honor that while by the terms of said written contract each of said partners was to contribute equally to the capital of said partnership, the said C.K. Brown never in fact contributed or advanced a single dollar to the capital stock of said concern or to the conduct of its business. Your orator however did, on the 23rd day of March, 1894, at the request of the said C.K. Brown, advance ~~advance~~ to said firm the sum of \$372.⁹² for which a note was executed to him by said firm, and in its firm name, the same having been signed by the said C.K. Brown,

All of which will more fully appear from an inspection of said original note, which is herewith filed as part hereof marked "Exhibit B".

Your orator will now show your Honor that the whole of said note is now due to him, no part thereof ever having been paid.

Your orator will now further show your Honor that while he took no active part in the conduct of said partnership business, he very frequently made enquiries of his said partner as to how said business was getting along, what it was doing, and what were its successes &c. and in every instance these reports were favorable. Sometimes they were rendered in writing, but more frequently said statements were oral. One of the statements in writing bears date Feb - 1903,

Another Jan. 5, 1904, which is filed herewith as part hereof, marked "Exhibit C", ^{+ C-1.} from an inspection of which it will be seen that on that ^{last} day the said C.K. Brown represented that the assets of said concern including his own account and that of your orator amounted to \$4729.10 and that the indebtedness of said concern amounted to \$751.68. This is the last written statement your orator can find, though perhaps others were made. But however, this may be, several times after said written statements ~~were~~ made the said C.K. Brown represented to your orator that said business was doing well, was prospering and increasing in dimensions, and in better condition than at any time previous.

Your orator will now show your Honor that upon the death of the said C.K. Brown the settlement of said business was thrust upon your orator as the surviving partner of said firm, when he at once went to work to ascertain its condition by first having an inventory made of all of the stock then on hands, including notes and accounts due to said concern, when he found that the amount of goods, wares and merchandise on hand only amounted to the sum of \$ 934³³, and inventory of which is herewith filed as "Exhibit D"; that the notes due to said concern and on hand amounted to only the sum of \$ 320⁹⁴, an inventory of which is herewith filed marked "Exhibit E", and your orator since the making of said inventory of notes, has learned that several of said notes have been paid, a

list of which will be furnished, and filed as a part of the bill marked "Exhibit F", as soon as it can be correctly made; that the accounts due to said concern as shown by said books kept by the said C.K. Brown, and excluding therefrom the individual accounts of the said C.K. Brown and of your orator, amounts to only the sum of \$504 32, an inventory of which accounts is herewith filed as a part hereof, marked "Exhibit G", several of which accounts are claimed to have been paid, or subject to credits, and the exact amount that can be realized from these accounts is not now known, but correct statements thereof will be made from time to time as ascertained, or as they may be called for.

Your orator will now further show your Honor that said books so kept by said Brown show the account of your orator to be \$1661 01, a copy of which is filed herewith, as part hereof Marked "Exhibit H"; and that the account of the said C.K. Brown as likewise shown by said books, amounts to the sum of \$2605 59, a copy of which is herewith filed as part hereof marked "Exhibit I". It will be observed from said books that no, or very few charges were made by the said Brown against himself after Aug. 26, 1905, when in fact and in truth he withdrew and used from said concern large amounts, which should be accounted for in some way.

Your orator likewise went to work immediately to ascertain the indebtedness of said firm, and was very much surprised and chagrined to find that said indebtedness amounted to the large sum of \$3029 38, *exclusive of interest thereon*, very far in excess of all the assets of said concern except the individual accounts of your orator and the said C.K. Brown, an inventory of which said debts, so ascertained to be due by said firm is filed herewith as a part hereof marked "Exhibit J".

Your orator will now show your Honor that at the time the said co-partnership was formed, the said C.K. Brown had very little, if any property. He was married and living in rented property, and about the year 1895 he purchased from one H.C. Joslyn a lot in western end of the town of Jonesville at the price of \$145.00, and on the 28th day of March, 1895 the said H.C. Joslyn and Sarah J., his wife conveyed the said lot to Susan V. Brown, wife of the said C.K.

(4) Brown, naming said consideration of \$145.00 and further reciting that \$99.00 of said purchase price was evidenced by two notes of \$49.50 each due and payable respectively in one and two years from date, which notes are recited to have been signed by the said Susan V. Brown and C.K. Brown. Your orator believes and charges that the amount paid down on said lot of \$46.00 was paid out of the effects of the said firm of Brown & Orr, and he further alleges and charges ~~that~~ the principal part if not all of the said two notes was likewise paid out of the effects of the said Brown & Orr. At the time said lot was purchased there was no house or other building upon it, and soon thereafter the said C.K. Brown commenced the building of a dwelling house and other necessary buildings on said lot, all of which (5) or the principal part of which was done with, through and by the effects of the said firm of Brown & Orr. The lumber was purchased with the effects of said firm, and the effects of the said Brown & Orr paid for the working of it and for the construction of the said house, including the plastering, the erection of chimneys, the painting &c. The paying for said lot and the expenses of the building of said house ^{with said partnership funds} ~~with said partnership funds~~ was not within the purview of the business of said partnership, and was done without the knowledge or consent of your orator, nor did your orator know that said lot was conveyed to the said Susan V. Brown until long after said house was built thereon.

Your orator is advised that where property is purchased and paid for with partnership effects that it becomes in fact partnership property, and he alleges and charges that said property being so purchased and paid for by partnership effects that he has a right to follow those effects wheresoever they may be and have them subjected to the payment of the firm indebtedness, and he will now show your Honor that on the 19th day of February, 1906, the said C.K. Brown and Susan V. his wife sold said house and lot in consideration of the sum of \$2000.00 to Allie Amanda Spencer, \$1400.00 of which purchase price was paid down in cash and for the residue a note of \$600.00 was executed to the said Susan V. Brown and C.K. Brown, jointly, and as he is advised one Rebecca Flanary, the sister

of Mrs. Spencer, became her surety on said note, and that there is still due thereon the sum of about \$350.00 for which a lien is retained in said deed.

(6) Your orator will now further show your Honor that after the sale of said house and lot to Mrs. Spencer as last aforesaid stated, the said Susan V. Brown and C.K. Brown her husband, with the proceeds arising from the sale of said house and lot purchased from one W.S. Crowell a lot on main street in the town of Jonesville, adjoining the storehouse and lot of Couk Bros. on the west, and lying between the said Couk Bros. and the house of J.C. Boatright, used as a printing office for the Jonesville Star, and on which said lot the said C.K. Brown had begun, and had pretty well completed a large store room, which is now occupied by one C.C. Blankenship. Your orator alleges that not only was said lot purchased, and for which the sum of \$175.00 was paid, but the house was built thereon out of the proceeds of the sale of the house and lot sold to Mrs. Spencer, together with some of the ^{other} effects of the firm ~~xxx~~ of Brown & Orr, which were directly applied to the construction of said house. Under these circumstances your orator is advised, and he alleges and charges that said house was built and said lot purchased with the firm effects of the partnership of Brown & Orr, and that said house and lot should be held as partnership effects and subjected as far as necessary to a settlement of the firm indebtedness.

(7) Your orator will now further show your Honor that by deed dated July 21st, 1906, A. S. Day and Lucretia Day, his wife, in consideration of \$200.00, of which \$112.00 was paid down, and for the residue of which a note was executed and secured by a vendor's lien, conveyed to C. K. Brown and Susan V. Brown a lot in the town of Pennington Gap, being lot No. 80 in Block 19 of the plat of said town; and your orator will now show your ^{honor} ~~that~~ the sum of \$112.00 thus paid down was paid out of the effects of the firm of Brown & Orr. The deferred payment is not yet due and has never been paid. A copy of said deed is filed herewith as part hereof marked Exhibit L".

4 Your orator will now further show your Honor that by deed dated Oct. 1st, 1906, consideration \$100.00, of which \$34.00 was paid down in cash, and the remainder to be paid in one and two years from date for which a lien was retained, the Pennington Gap Improvement Co. conveyed to C.K. and Susan V. Brown Lot 15 in Block 19 plat No. 2 of the town of Pennington Gap. The \$34.00 paid down was paid, as your orator alleges and charges out of the funds and effects of the partnership of Brown & Orr. The \$66.00 the deferred payments on said lot is not yet due and is unpaid.

Your orator is advised that to the extent these lots were paid for out of the firm effects that they constitute assets of said firm and that he has a right to subject them to that extent to a payment of the indebtedness of said firm and that he has likewise the right to subject the interest of the said C.K. Brown in said lots to the payment of said firm's indebtedness and to a settlement of the partnership business.

8 Your orator alleges and charges that ^{the procuring of the said} ~~the~~ conveyances of the lot by H. C. Joslyn to the said Susan V. Brown and the erection of a house ^{+ other improvements} thereon out of the partnership effects was in fraud of said partnership and of the rights of your orator, that the ^{procuring of the} conveyance of the lot in the town of Jonesville by W. S. Crowell and wife to the said Susan V. Brown was likewise in fraud of said partnership and the creditors thereof and especially of your orator, the other partner in said firm, and that said conveyance ^{thus procured were} ~~was made~~ with the express purpose of fraudulently withdrawing as much of the effects of said partnership as was used for that purpose from the reach of the creditors of said firm and to impose the liability of said indebtedness upon your orator, and that the two lots in Pennington Gap were likewise conveyed in part to the said Susan V. Brown for like fraudulent purposes.

7 Your orator will now show your Honor that the estate of the said C.K. Brown has been committed to R. L. Pennington, he having qualified as such on the 21st day of February, 1907. The said administrator has never settled his account as such, has had no ap-

praisement made and has returned no inventory of the moneys, notes debts and accounts and other effects which came, or should have come into his hands as such administrator, which your orator alleges it was his duty to do.

Your orator will now show your honor that the said C.K. Brown left surviving him a widow, Susan V. Brown, and three children, to-wit, Caswell Brown, Guy Brown and William Brown, his heirs at law to whom his property descended.

Now the object of this bill is to settle and adjust all the affairs of said partnership, and to subject all partnership effects to the payment of its debts and to subject such property as was owned or held by the said C.K. Brown at the time of his death to the payment of his pro rata part of said indebtedness, as well as his indebtedness to said firm, and to hold and subject for that purpose the house and lot above described in the town of Jonesville conveyed by W. S. Crowell to said Susan V. Brown, and the tow lots hereinabove mentioned lying in the town of Pennington Gap, and to hold and subject to the payment of said indebtedness the balance due by Mrs. Spencer on the house and lot purchased by her to the payment of said indebtedness, to require the said Susan V. Brown to account for the \$1400.00 paid down on said house and lot by Mrs. Spencer, or any other sum since received by her on such purchase price of said lot, and to subject the same in her hands to the payment of said firm indebtedness and the indebtedness of the said C.K. Brown to said firm, and to settle the administration account of the said R. L. Pennington, administrator of the said C.K. Brown and to subject any fund in his hands to the payment of the indebtedness of the said C.K. Brown to said firm.

And being without remedy at law your orator prays your Honor's Court of Chancery to take cognizance of his cause and grant him the proper relief, and to this end he makes R. L. Pennington, Administrator of C.K. Brown, deceased, Susan V. Brown Widow, Caswell Brown, Guy, Brown and William Brown, children and heirs law of the said C. K. Brown deceased, Allie Amanda Spencer, Rebecca Flanary, A. S. Day and the Pennington Gap Improvement Co. a Corporation, the parties

defendant to this bill, and that they each be required to answer the same, but they need not do so under oath; that a guardian ad litem be appointed to answer for Caswell Brown, Guy Brown and William Brown, who are infants under the age of twenty-one years; that A. S. Day be required to answer specifically how and in what manner the \$112.00 was paid to him on said lot, and how much is still due thereon and when payable; that the said Pennington Gap Improvement Co., a corporation, likewise answer and state how and in what manner the \$54.00 was paid to it on said lot, how much is still due thereon and when payable. that the said Allie Amanda Spencer and Rebecca Flanary state ~~state~~ specifically how much is still due by them on the purchase price of the house and lot conveyed to the said Allie Amanda Spencer by the said Susan V. Brown and C. K. Brown; and that upon a final hearing the partnership affairs of the firm of Brown & Orr be wound up and adjusted, that the administration account of R. L. Pennington, administrator of C. K. Brown deceased, be settled, and that the said C.K.Brown's estate and the said Susan V. Brown, out of the effects in her hands and standing ⁱⁿ ~~her~~ her name be required to pay any sum that may be still due from the said C.K.Brown to said partnership or to its creditors; that the house and lot in the town of Jonesville conveyed to Susan V. Brown and the ~~two~~ lots in Pennington Gap, and any funds received by the said Susan V. Brown from Amanda Spencer and not invested in the Crowell lot or the building erected thereon, be subjected likewise to the payment of said indebtedness. And for full general relief. And he will ever pray &c.

Duncan & Coridlin)
J. B. Noel) :-P. Q.

Plffs. costs recov-
ered:

Clerk \$11.95

Tax 1.50

Shff. 3.00

atty. 15.00

G.A.L. 5.00

Comr. 73.50

Dupo. 10.25

Costs in
Court of ap-
peals 23.44
\$143.64

Defts. costs:

Clerk \$3.31

Comr. 6.00

\$9.31

James W. Orr. Same
et al.

Bill in Chy.

R. L. Pennington et al.

Filed 1st Apr. Rules, 1907.

Hearings, etc.

1907 1st April Rules

Bill filed, Spas.
executed, as to a-
dult Defts. + D.N.
as to them

" 2nd April Rules

D.N. confirmed,
Ans. H.A.L. filed,
Ans. of R.L. Penning-
ton filed, Ans. of
Susan V. Brown
filed + cause set
for hearing.

104-

In the Circuit Court for the County of Lee,
to-wit:

THE ANSWER OF Coswell Brown, Lucy Brown, &c.
William Brown,

infant under the age of twenty-one years, by M. G. Ely -
guardian *ad litem*, assigned to defend them in this suit, to a bill of complaint exhibited against
them and others in the Circuit Court for the County of
Lee, by James M. Orr, Survivor and others.

The respondent, reserving to ~~themselves~~ the benefit of all just exceptions to the said bill, for
answer thereto, answering by said guardian *ad litem*, say that they are infants of
tender years, and by reason of such disability they are incapable of understanding, or of
taking care of their rights and interests, they therefore commend the same
to the protection of the court, and prays that no decree may be pronounced which will tend
to their prejudice.

And having answered, the respondent pray to be hence dismissed with their
reasonable costs, in this behalf expended; and they will ever pray, &c.

M. G. Ely, Guardian *ad litem*.

p. d.

County of Lee } ss.

This day, M. G. Ely - , whose name is signed to
the foregoing answer, personally appeared before me, H. C. Joslyn, a Justice -
and made oath that the statements made therein, so far as they depend upon his own knowl-
edge, are true, and so far as they depend upon knowledge derived from others he believes them
to be true.

Given under my hand, this 17th day of April - 1907 -

H. C. Joslyn J. P.

R. L. Pennington adum-

adv. }

ANSWER
OF
INFANT DEFENDANT.

James W. Mc. Survivor the

Filed April 17, 1907.

H. C. J. Ewing, Clerk.

M. A. L. \$5⁰⁰

To the Honorable H. A. W. Skeen, Judge of the Circuit Court for Lee County.

The separate answer of Robert L. Pennington, administrator of the estate of C. K. Brown to a bill in chancery filed in the Circuit Court for Lee County by James W. Orr, Survivor &c against your respondents and others.

For answer to the said bill or so much thereof as it is necessary that your respondent should answer, answering he says;

That your respondent did qualify and give bond as the administrator of the estate of C. K. Brown at the instance of his widow in order to make settlement with Amanda Spencer and Rebecca Flanary upon a note which the said Amanda Spencer & Rebecca Flanary had executed to Sue V. Brown and C. K. Brown as part of the purchase price of the house and lot sold by Sue V. Brown to the said Amanda Spencer. The said makers of said note refused to make settlement of said note until an administrator was appointed of the said estate and it was for this reason and for this reason only that an administrator became necessary for said C. K. Brown. The said Sue V. Brown was the owner of said lot of land and C. K. Brown had no interest whatever in the tract of land and consequently no interest in the note which formed a part of the purchase price of said land. However the said Amanda Spencer and Rebecca Flanary had the right to demand a settlement with the duly qualified administrator of the said C. K. Brown as well as with the said Sue V. Brown in order that they might be fully protected. The said Sue. V. Brown claimed the benefit of the entire note and so far as your orator knew and has been able to ascertain, there is no personal property which belonged to the said C.K. Brown and this is the reason he has had no appraisers appointed and has made no inventory of the estate under the statute of the said C. K. Browns. Your respondent has been unable to find any personal property which belonged to the said C. K. Brown and there has come absolutely nothing into your respondents hands for said C. K. Brown's estate, and he therefore can account for nothing for the said estate.

And now having answered as fully as your respondent deems it necessary that he should answer and denied all the alligations of the said bill not hereinbefore specifically denied and calling upon the said plaintiff for a strick proof of every alligation set out in said plaintiff's bill, your respondent prays to be hence dismissed in his reasonable in this behalf expended..

Thurmon Pres.

P.Q.

Letter A. C. Munster to Allen
and { Answer of
 { A. C. Munster
Jo. W. M. Stote

Filed 2nd Apr. Rules, 1907.
H. C. Ewing, Clerk.

To the Honorable H. A. W. Skeen, Judge of the Circuit Court for Lee County.

The separate answer of Sue V. Brown to a bill in Chancery filed in your honors Court for Lee County by James W. Orr, Survivor &c against your respondent and others.

For answer to the said bill or so much thereof as your respondent deems it is necessary she should answer, answering she says:

That she is the widow of C. K. Brown former partner in the business formerly conducted in the name of Brown and Orr, that the said C. K. Brown departed this life intestate on the 8th day of January, 1907, leaving as his heirs at law three children of very tender years, the oldest of which is 8 years and the youngest of which is 3 years, and that since the death of said C. K. Brown, the duty of taking care, maintaining, and supporting herself and said infant children has fallen upon your respondent as a very heavy load and that owing to the inexperience of your respondent concerning business affairs she is hardly equal to the task that misfortune has brought to her. Your respondent and the said C. K. Brown were married sixteen years ago, The said Brown was then engaged by himself in prosecuting the business of buying and selling machinery and while he had accumulated very little property, had succeeded in maintaining a respectable living for himself. In a few years after your respondents marriage to the said C. K. Brown, namely on the 12th day of February 1893, the plaintiff in this suit, as your respondent is informed, applied to and solicited the said C. K. Brown to join with him in a co-partnership, to which the said Brown assented and the said parties entered into the following agreement to-wit.

" This contract made and entered into on this the 1st day of February, 1893, by and between C. K. Brown and James W. Orr of Jonesville, Virginia. Witnesseth that the said Brown and Orr have this day associated themselves together as partners under the firm name of Brown and Orr for the purpose of selling, either as purchasers or agents, machinery, farming implements, and hardware for the period of three years, unless said partnership business be sooner dissolved by

mutual consent. The principal place for the conducting of said business to be at Jonesville, Virginia and the said parties to contribute equally of the capital and labor necessary to carry on said business and share equally in the profits or losses derived or sustained therefrom. Witness the following signatures and seals. C. K. Brown (seal) Jas. W. Orr. (seal)"

At the expiration of said three years the said partnership business was conducted under the same contract by mutual consent, as is stated in the said plaintiff's bill, but your respondent denies the allegations of said plaintiff's bill, wherein he states on page one that he contributed an equal amount of labor that was necessary to carry on the business. The said Plaintiff's allegation is true that the said Brown was the active member of the firm and conducted its business, the fact is that the said C. K. Brown, excepting the first year of said business, furnished all of the labor and the said Jas. W. Orr failed to comply with his part of said contract, wherein he agreed to furnish an equal amount of labor. Your respondent further denies that it was any part of the consideration entering into the said contract that the said Orr gave the firm its principle credit. There is no such clause mentioned in the contract and can therefore furnish no part of the consideration of the contract or enter into making up a just and legal excuse for failing to perform his said part of said contract.

Your respondent also denies the allegations of the said plaintiffs bill wherein it is alleged on page 2 thereof that the said plaintiff furnished on the 23rd day of March 1894 all of the capital which the said firm^{had}. The exhibits of the said plaintiff bill show that a settlement was made on the 23rd day of March, 1894 and the said firm found indebted to the said Orr in the amount stated in the note, but said account shows that very little of the things which went to make up the said indebtedness to said Orr is cash.

Your respondent would further represent and show unto your honor about the year 1895 that your respondent as heir at law of her mother, Ibbie Dorton, and as devisee under the will of her grand-father, Jas,

Moneyhun, she began coming into possessions of some money, and that her husband, C. K. Brown took charge of and collected said money and agreed to invest the same in a house and lot for her, and by and with her consent purchased for her the lot mentioned in the said plaintiffs bill from H. C. Joslyn, and which lot was conveyed by deed dated the 28th day of March, 1895, and out of the money so received by him from your respondents said mother's estate and grand-father's estate, made the first payment upon said lot of land; and with other money which he so received from said sources as aforesaid, the said C. K. Brown managed to put up a small house out of very cheap lumber, costing in all about \$350.00, making the house and lot together cost about \$800, and this is about the amount which your respondent received out of the estate of her said mother and grand-father. Your respondent most emphatically denies that said house and lot was paid for by the firm of Brown & Orr. It may be true that said C. K. Brown patronized his own business house by purchasing a part of the hardware and other material which may have gone into the said house, your respondent does not know whether this is true or not, but whether true or untrue, this state of facts could not give the firm of Brown & Orr any interest in your respondents property, any more than it would have given any other merchant who might have trusted the said C. K. Brown for a bill of goods or supplies which he may have used in carrying out his agreement to put your respondents money into a home for her. The said James W. Orr was well aware that the said C. K. Brown was carrying an account with the firm of Brown & Orr and patronizing his own business as well as the said Orr knew himself that he was patronizing the same firm and withdrawing therefrom machinery, buggies, wagons, and other things which he needed without ever paying the said Firm of Brown & Orr one single cent therefor. And your respondent is in no way responsible for the account of the said C.K. Brown which the said Brown and Orr permitted him to carry upon their books, she knew nothing of how the said C. K. Brown obtained the material and supplies with which the said house was constructed, she knew that her money was in the hands of her husband and she supposed that he was paying for all the material and supplies out of the said money, and your respondent

denies that any considerable portion of said supplies and material and work was furnished by the firm of Brown & Orr, but your respondent is advised that the principle account which was carried while said house was being built, was the firm of Couk & Orr, a firm consisting then of A. W. Couk of Jonesville, and W. E. Orr of the same place who is a son of the said plaintiff. Accounts were also carried at other stores in the town of Jonesville as your respondent is informed and payment thereof made out of the money which the said C. K. Brown collected from the said two estates. Your respondent denies that the said Orr was ignorant of how the said deed made by the said Joslyn to your respondent was made, for there was no steps taken and no precautions had to keep the said plaintiff ignorant of the condition of said title. The said deed was obtained on the 28th day of March 1885, acknowledged on the same day before S. V. F. Richmond, clerk of the County Court at that time and on the same date deposited with him for record and recorded in deed book No. 32 page 530, and it was a well-known fact that the said house and lot was that of your respondent, and if the said Orr was ignorant of the conditions of said title, it was his own fault, because he certainly had constructive notice of how it was and your respondents husband did not undertake to keep it a matter of secret as to how the said title was, and while the said plaintiff says in his said bill that he did not know that said title was taken in the name of your respondent until long after said house was built thereon. He does admit that he obtained information as to how this was before the death of the said C. K. Brown and never raised any objection to your respondent or claimed any interest in her property until after the death of your respondents husband, when his mouth is closed and he is unable to speak as to how each dollar of said money which he received of your respondent was taken and invested. Your respondent also denies that the said two second payments due to H. C. Joslyn for purchase money upon said land was paid out of the firm of Brown & Orr or out of the assets thereof. And your respondent represents that one of the said notes was not paid until the 20th day of February 1903, and on that date your respondent paid said money out of her own bank account, being a part of the money which she

obtained for the purchase price of her said house and lot, and your respondent holds the said note endorsed as paid by the said Joslyn and a check payable to him for said amount dated the 20th day of Feb. 1906, for the sum of \$52.00.

Your respondent says that it is true that said house and lot was sold on Feb. 19th 1906 to Mrs. Allie Amanda Spencer for the sum of \$2000.00, a part of the purchase price for which was paid down and a note executed for the remainder, but your respondent most emphatically denies that the said firm of Brown and Orr had any interest, claim, or any other thing in the said house, and she also denies that any other person had any interest in the house and lot, but the same was her sole ~~xxxxxxx~~ and separate property, and while her husband transacted the trade and drew the note which was made payable both to him and your respondent, she denies that the said C. K. Brown had any interest whatever in the said property, that the same was hers and that being hers she is entitled to the whole of the money due upon the said note, notwithstanding the fact that the note was made payable to both your respondent and the said C. K. Brown and she here sets up claim to the whole of the amount of money due upon said note by Mrs. Spencer and makes this part of her answer a cross bill against Robert L. Pennington, administrator of said estate. And your respondent denies the right of the said plaintiff to pursue your respondents property and appropriate the same to his own use.

Your respondent says that it is true that with a part of the proceeds of the sale of said house and lot to Mrs. Spencer, she purchased the lot spoken of in the said plaintiff's bill from one W. S. Crowell, but she denies that the said money was the money of the said Brown & Orr or any other person than herself, and she alleges that she gave her own check for the payment of said lot out of her own bank account. She also denies that the said Brown & Orr have any interest whatever in the said building which was erected thereon, and the same was constructed by your respondents money, a fact which was well known to the plaintiff in his bill while the work was progressing thereon and during the life time of the said C. K. Brown. It may be true and your respondent does not deny this, that the said C. K. Brown patronized his

the firm of Brown & Orr in a very limited degree in securing supplies for the said building, but so far as your respondent is informed, there is only two items wherein your respondent owes the firm of Brown & Orr anything upon said house, one is for a bill of roofing amounting to about \$17.00 which was bought and paid for by the firm of Brown & Orr, from W. B. Belknap & Co, the exact amount of the said bill is in the possession of said plaintiff and she does not dispute this as being a proper charge against her, if the same has not been heretofore settled. One other item your respondent admits is a proper charge against her, but the amount thereof your respondent is unable to state exactly but she will state the facts and let the matter be properly determined in this litigation. The said Brown acting for Brown & Orr sold a ^{horse} ~~bug~~ to one Mr. Howard and took as part of the purchase money a cow. The said cow proved unsalable and the C. K. Brown secured John Wynn, a carpenter to purchase the cow and to work upon said building, the amount of work which the said Wynn was to do your respondent is unable to state exactly, but the said Wynn claims that he was only to do \$20.00 worth of work, whereas your respondent is informed that the said Wynn was to do \$25.00 worth of work. The said Wynn has already performed about \$12.00 or \$15.00 worth of work upon said building and owes the remainder of said cow at whatever contract price the said Wynn was to give. Your respondent does not know whether the firm of Brown & Orr have received pay for the said cow or not, but if not, then your respondent is justly indebted to the said Brown & Orr for whatever amount she is able to recover from the said Wynn.

Your respondent says that it is true that A. S. Day and wife on July 21st 1906 conveyed to your respondent and C. K. Brown the lot mentioned in said plaintiff's bill, but your respondent denies that the purchase money thereof of \$112.00 which was paid down to the said Day was paid out of the firm of Brown & Orr. Your respondent will admit that a small part of \$112.00 was paid by a saddle & Bridle belonging to the said firm of Brown & Orr, the price of which was \$12. and this amount of said purchase money your respondent admits the said firm of Brown & Orr are entitled to have repaid to them out of the sale of said lot. Your respondent alleges that she herself paid

the other \$100.00 of said purchase money that paid and your respondent will proceed to set out how it was that your respondent furnished the money with which said lot was purchased. On March 8th 1903 your respondent's husband withdrew from your respondent's account of the Powells Valley Bank the sum of \$100.00 and purchased from a man named Mac. Ramsey a horse, not being satisfied with the horse your respondent's husband authorized one Campbell Woodward to swap said horse for another horse then belonging to Levi Lee and it was this horse which the said Brown obtained from Levi Lee which the said Brown paid as purchase price upon the said lot and the horse went in at the sum of \$100.00, the amount which had first been paid for the Mac. Ramsey horse. Your respondent holds check dated March 8, 1903 which shows the date on which the \$100.00 was obtained from the bank for the purpose of purchasing said horse. Now as to the said lot your respondent is advised and claims that she is entitled out of the value of the lot the sum of \$100.00. If the said lot will bring any more than the purchase price which was paid therefor, to-wit \$200.00, then the said C. K. Brown would be entitled to one-half of the profit, but your respondent claims that she must first be re-paid the sum of \$100.00 out of the sale of the said lot if the same should be sold. The above statements of facts is the understanding and information of your respondent, yet the matter is not altogether clear and if it should turn out in a further investigation of the facts that the said horse had been accounted for by the firm of Brown & Orr, your respondent would not want to claim the benefit of the price obtained for said horse, if it can be shown that it was partnership property your respondent desires that said firm shall receive the full benefit of the amount obtained for said horse out of the proceeds of said lot.

Your respondent also says that it is true that on Oct. 1st 1903, there was purchased from the Pennington Gap Improvement Company a lot in the town of Pennington Gap and the same was deeded by said Improvement company to C. K. Brown and your respondent, but your respondent denies that the purchase money therefor was paid out of the firm of Brown & Orr, but she alleges that the \$34.00 that was paid upon said lot was paid by your respondent by her check drawn against her account in the Powell's Valley Bank which check was dated Oct. 3, 1903, and

shows upon its face to be the first payment upon said lot. The same is payable to H. C. Joslyn who is President of the said Pennington Gap Improvement Company. Your respondent alleges that she is the only one who has paid anything upon said lot and no other person has any interest in the same unless the said lot when sold should bring more than the purchase price thereof, in which instance one-half of the profit derived therefrom would be going to your respondent and the other half to the estate of C. K. Brown.

Your respondent most emphatically denies the allegations of said plaintiff's bill wherein he alleges that the title to the said lot purchased from Joslyn 1895 was taken in the name of your respondent for a fraudulent purpose, she denies that the title to the said Crowel lot was taken in her name for a fraudulent purpose as alleged in said plaintiff's bill, and she denies that the title to said lots in Pennington Gap was taken in your respondents name and that all her husband for the purpose of defrauding the said plaintiff or any other person.

Your respondent would now further represent and show unto your honor that on the 9th day of March 1903 out of the money which she obtained for the price of her said house and lot she loaned to the firm of Brown and Orr for the purpose of conducting their business the sum of \$90.00 and that the said Brown & Orr executed their note payable to your respondent in the sum of \$90.00 and that on June 15, 1903 there was repaid to her on said note the sum of \$30.00 and the remaining portion thereof is still due owing and unpaid; and your respondent would further represent and show unto your honor that on March 20th, 1903 your respondent again loaned to the said Brown & Orr the sum of \$100.00 and the said Brown & Orr executed their note payable to your respondent for the said sum of money, and your respondent represents and will show unto your honor that said sum of money is still owing, due and unpaid, and your respondent asks that this part of her answer may be treated as a cross bill against the said plaintiff in this suit and against her co-respondent Robert L. Pennington, administrator of the estate of C. K. Brown deceased, and that the said estate of C. K. Brown and Jas. W. Orr be required to pay said sum of money to your

respondent, except that your respondent admits that for the value of the cow hereinbefore spoken of and the said bill of roofing also hereinbefore referred to should be, and is, a proper off-set against the amount of said two notes, and your respondent would further represent and show unto your honor that on Feb. 19, 1906, the said Allie Ananda Spencer & Rebecca Flanary executed their joint notes payable to Sue V. Brown & C. K. Brown for the sum of \$300.00 as the balance of the purchase money upon the house and lot sold and conveyed to them as hereinbefore particularly set out, and that since the execution of said note to-wit on Feb. 17, 1906 makers of the said note paid thereon the sum of \$150.00, and again on the 23 day of Feb. 1906, paid the further sum of \$100.00, and that on May 22nd, they paid the further sum of \$100.00. Now your respondent claims that she is the sole owner of the said note notwithstanding the fact that the same is made payable both to her and said C. K. Brown and that all the remainder of said note as ~~said creditors~~ aforesaid is still due owing and unpaid by the said Spencer & Flanary, and your respondent asks that this part of ~~your~~ respondents answer be treated as a cross bill against the said Amanda Spencer & Rebecca Flanary and that a judgement be rendered in this cause requiring said Spencer & Flanary to pay over the balance of the money due upon said note to your respondent and that such other relief in that matter as may be necessary to protect her interest be granted her.

Your respondent would further represent and show unto your honor that since the death of the said C. K. Brown your respondent undertook and has paid with her own money the indebtedness of the said C. K. Brown, excepting any amount which the said C. K. Brown may be owing on his account to the firm of Brown & Orr. It is not her purpose to do wrong in the matter of a just settlement of those claims against her husband where the parties to whom they are going have not been benefited by their relations to him. Taking this view of the situation your respondent has paid out the following sums of money.

Feb. 2, 1907, Dr. James Ewing -----	\$81.25
Feb. 19, 1907. Dr. W. S. Spencer-----	\$25.91
Feb. 12, 1907 Couk Bros. -----	\$43.14

Feb. 12, 1907	H. C. Joslyn	-----	\$10.25
Feb. 22, 1907	O. C. Lee	-----	\$35.00
Feb. 25, 1907.	J. R. Gibson's & Sons	----	\$77.94
Mar. _____	J. W. & W. E. Orr	-----	\$48.50
Total			\$231.99

For each of the several amounts above stated your respondent in paying said bills took receipts for the purpose of protecting herself in case suit should be brought against her and for the purpose of claiming subrogation to the rights of the said claims and ~~xxx~~ to the extent of money which she has paid out against said C. K. Brown's estate and asks to be subrogated to the rights of the said creditors and her rights in the matter fully protected.

Your respondent alleges that your respondent and her husband were forced to borrow money from time to time to enable them to live and complete the house which was built upon the Joslyn lot. On April 7, 1907 the said C. K. Brown and your respondent borrowed from John D. Morgan the sum of \$100.00 and gave a deed of trust upon said property to secure the payment of the same and all of that note was not paid until the property was sold to the said Spencer, and on May 1st 1900 they again borrowed from Henry Morgan the sum of \$50.00 and paid the same back in small payments. They also borrowed money of ~~the~~ Powell's Valley Bank and at the time they sold said property owed the said Bank \$73.73. They also owed for borrowed money \$100.00 to Elkanah Flanary which they were unable to pay until said property was sold, so after all it seems from a calculation of what your respondent and her husband owed that there was not a great amount left of the \$2000.00 which was obtained for the price of said lot. Your respondent and her husband lived together as economically as possible for them to live. They withdrew from the business of Brown & Orr a very meager living, only enough to keep something to eat and sufficient clothes to be respectable, and it was oft-times ^{serious} a question as to how they were to make ends meet. Your respondents husband was devoting all his time and energies to the firm of Brown & Orr trying to make said business a success, and this without any assistance whatever from the said plaintiff. Your respondent as best she could contributed to

the support of her family to the encouragement of her husband in his work. She did most, and in fact, nearly all of the household work from the time your respondent and her husband was married until his death. It is true that now and then ~~xxxxxxxxxxxx~~ sickness came and rendered your respondent incapable of performing the ordinary household duties that devolved upon her as the wife. Death came to home and robbed them of their first children and all these troubles and anxieties distracted the mind of your respondents husband and your respondent, bringing expenses that must as a matter of necessity be met and as a matter of course it became necessary for the said C. K. Brown to withdraw from the business in which he was engaged, such necessities of life as would enable him to conduct the business in which he was engaged and by reference to the account filed with the plaintiffs bill running through a space of 14 years it will be seen that the entire amount withdrawn is but little more than an average of \$200.00 per year, and yet your respondent is told in the said bill that she and her husband lived together extravagantly and out of the firm business of Brown & Orr, and that it was from money rightfully belonging to the plaintiff, but your respondent cannot see through the same eye-glasses that the plaintiff in his bill looks at the facts in this case. Your respondent admits that she added a small pittance to the earnings of the family from time to time a few boarders, and while the profit was not much, it was something to assist in the support of the family and to relieve the husband in the effort he was making to give his family a comfortable support. Your respondent also admits that the said C. K. Brown withdrew from the partnership business more than the said James W. Orr, and she believes that he had the right to. Your respondents husband was giving all of his time to the business and he had no other source to look to for a support; whereas upon the other hand the plaintiff in this case was prosecuting his own private business, giving no time nor attention whatever to the firm business and contributing nothing towards its success, and yet withdrawing from the firm a sum of money nearly five times as large as the amount of capital which he had invested, and while the plaintiff in this case has believed himself sorely injured

on account of the partnership business in which he was engaged and granting for the sake of argument all that the said plaintiff in his bill has said to be true, your respondent denies that he is in fact injured, but that he has made more than 12 per cent per annum out of the amount which he has invested in the firm after he shall have discharged and paid all the indebtedness of the firm as will be seen from the plaintiff's bill his accounts amounts to about \$1700.00 which has been running over a period of 14 years, counting interest on one-half of this sum for the full number of years, deduct from the amount of the \$1700.00 and its interest the amount which is owing the said plaintiff on the said \$372.00 and then deduct from this all that the said plaintiff will have to pay on account of the indebtedness of the firm and besides the return of the \$372.00 note and its interest, the said plaintiff will have a profit of more than \$500.00. Your respondent would not injure the said plaintiff in any way, and while he seems to feel that he has been injured, your respondent believes that it is because he does not appreciate the position which your respondent occupies. She has very little estate left by which to support herself and three infant children that are now left to her and it is impossible for her to take of her means in order to restore unto the plaintiff that which he claims. Such course would reduce her to beggary and throw her upon public charity.

Your respondent would further represent and show unto your honor that owing to the fact that the said plaintiff failed to comply with the terms of the contract in that he failed to furnish an equal amount of capital, the said firm was compelled from time to time to employ and pay for assistance, the exact amount of this your respondent is unable to say but from the information she is able to gather she believes that it will amount to some four or five hundred dollars, one-half of which expense should be borne by the said James W. Orr, and the said plaintiff having failed to comply with his part of the said contract as aforesaid in not furnishing said labor your respondent is advised that the said Orr should account to the said C. K. Brown for one-half of a reasonable salary from the beginning of the

second year of said business up to the time of his death, and that this amount should be credited upon the account fo the said C. K. Brown with the firm of Brown & Orr or enough thereof to settle the account of the said C. K. Brown and bring his account even with that of James W. Orr, then if anything remains of the said salary the said James W. Orr should pay that remainder over to the estate of C. K. Brown. Your respondent alleges that \$50.00 would be a very modest salary for a man of the ability of said C. K. Brown, especially in view of the fact that he boarded himself and in view of the ~~fact~~ long experience ~~he~~ had as a hardware and machinery man, and to this extent you respondent asks that this part of her bill be treated as a cross bill and the said James W. Orr required to account to said C. K. Brown's estate for said one-half of his services.

Your respondent would further represent and show unto your honor that during the time said business was running your respondent and her husband furnished board to the agents of Brown & Orr for a considerable ~~time~~ length of time and that a just and reasonable compensation should be made to her for the said board, and she alleges that nothing has never been paid her and that the firm of Brown & Orr has never given to the said C. K. Brown any credit for said board bills.

Your respondent does not resist the prayer of the plaintiff to have the lots in Pennington Gap sold and proceeds applied according to the interest of the respective parties as the same shall appear upon a final adjudication of this cause, in fact your respondent supposes that this is the only way by which the settlement of the estate of C. K. Brown can be made and their interest ascertained in those lots according to the theory set out in this answer.

Neither does your respondent resist the settlement of the account og Rl L. Pennington, admr. and the ascertainment of the proper indebtedness of the said C. K. Brown and the settlement of the partnership business of Brown & Orr, your respondent however knows of no property which belongs to the said C. K. Brown unless it is his interest in the said lots in Pennington Gap which they may bring over and above the contract price paid for them.

And your respondent now denying all the other alligations of

said plaintiffs bill not hereinbefore specifiaally admitted or denied
and having answered as fully as she deems it is necessary that she
should answer, prays to be hence dismissed with her reasonable costs
in this behalf expended.

Pennington Bros. P. Q.

Robt L. Pennington & Son

add: { Ans. of
 { Sue V. Brown

Jones H. Orr Scribe
~~~~~

Filed 2<sup>nd</sup> Apr. Rules, 1907.

H. C. J. Ewing, Clerk



Jas. W. Orr, Survivor &c.....Plaintiff.

Vs. In Chancery

Sue V. Brown and others.....Defendants.

This cause came on this day to be heard upon the papers formerly read therein, the opinion <sup>and</sup> ~~of the~~ affirmation of the Court of Appeals to the decree of September, 17, 1908, the statement of counsel for plaintiff and defendant Sue. V. Brown, that the judgment heretofore rendered in favor of the plaintiff against Sue. V. Brown, and the judgment in favor of the defendant Sue. V. Brown against the plaintiff having been settled between parties and adjusted except the costs of this suit, <sup>for which execution may issue if necessary,</sup> ~~and~~

It further appearing to the court that the judgment heretofore rendered in favor of Sue. V. Brown, and R. L. Pennington, administrator, ~~vs~~ Amanda Spencer and Rebecca Flanary for the sum of \$314.37, is more than is due upon the said indebtedness, by consent of the parties interested the said judgment for said amount is hereby set aside, and the said Sue V. Brown and R.L. Pennington, administrator, in lieu of said sum so recovered, will recover of the said Amanda Spencer and Rebecca Flanary the sum of \$600<sup>20</sup> with interest thereon ~~from~~ from the 19th day of February, 1906, until paid, subject to a credit of \$150.00 paid Feb. 24th, 1906, and a further credit of \$100.00 paid February 26, 1906, and subject to the further credit of \$100.00 paid May 2nd, 1906, for which said judgment execution may issue upon demand of the said Pennington <sup>or</sup> ~~and~~ said <sup>Brown</sup> ~~Orr~~, or their attorneys.

And there remaining nothing further to be done in this cause the same is stricken from the docket.



James H. Orr Surv<sup>or</sup>

or  $\frac{2}{3}$  share fund

See V. Brown et al

Entered in  
Cell B # 8, page  
5-36,

Enter this  
Sept 20, 1909  
At a w. S. L. L.



Virginia:-

In the Supreme Court of Appeals, held at the Court House  
thereof in the City of Staunton on Friday the 10th day  
of September, 1909.

Sue V. Brown

Appellant

against

James W. Orr, surviving partner of Brown & Orr

Appellee

Upon an appeal from and supersedeas to a decree of the  
Circuit Court of Lee County entered on the 17th day of  
September, 1908.

This cause, which is pending in this Court at its place of session  
at Wytheville, having been fully heard but not determined at said  
place of session; this day came here the parties, by counsel, and  
the Court having maturely considered the transcript of the record  
of the decree aforesaid and arguments of counsel, is of opinion,  
for reasons stated in writing and filed with the record that there  
is no error in the said decree. It is therefore decreed and ordered  
that the same be affirmed and that the Appellee recover of the  
Appellant damages according to law and also his costs by him about  
his defence in this behalf expended.

Which is ordered to be entered in the order book here and forth-  
with certified, together with a certified copy of the opinion in  
this case, to the Clerk of this Court at Wytheville, who will enter  
this order in the order book there and certify it to the said  
Circuit Court of Lee County.

Appellee's costs  
at Staunton, \$1.72

A copy,

Teste: Alex. W. May, Clerk.

A copy,

Teste: J. M. Kelly Clerk.

Appellee's costs  
Attorney \$20.00  
Clerk 1.72  
\$21.72

Teste: J. M. Kelly Clerk.



See W. Brown App.

as.

James W. Orr Sur. re.

Entered in Chancery  
Order Book No 8,  
page 545-re.



James W Orr, Sumner &c

Plaintiff

In chancery

against  
R. L. Pennington Shur & et al. Defendants

This cause came on to be heard upon the papers formerly read in the cause, and the report of Geo P Crieglin, special Commissioner, and deed therewith, made by said Commissioner to James W Orr, conveying to said Orr the lot or parcels of land which was conveyed by J. S. Day & wife to C. K. Braun & John V Braun, and was argued by counsel.

On consideration thereof, and said report and deed being unexceptional to, It is adjudged, ordered and decreed that said report and deed be and the same are hereby confirmed, and said Orr has leave to withdraw said deed from the papers of this cause for recordation, and said Orr will pay to said Crieglin five dollars for making said deed, and the cause is continued.



James H. Orr. Survive  
vs. Deere, confirming  
Dec.  
3  
R. L. Peimington Advers  
et al.

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Entered in COB  
#8, 458.

Enter this Deere  
H. A. W. Sherr  
Feb 15th 1909.



(1)

JAS. W. ORR, SURVIVOR &C. ....Plaintiff

Vs.

IN CHANCERY.

<sup>or</sup>  
RORT. L. PENNINGTON, ADMR. *of C. K. Brown's estate, et al.*....Defendants.

This cause came on again this day to be heard upon the papers formerly read in this cause, the report of J. O. Woodward, Special Commissioner, with depositions, exhibits, and statements therewith, filed on the 6th day of December, 1907, and exceptions filed to said report by both the plaintiff and defendants, and was argued by counsel.

On consideration of all which it is adjudged ordered and decreed that the report of Commissioner Woodward as to the item of \$407.42 which said commissioner ascertains went into the Joslyn lot and the house constructed thereon, and for which the said C. K. Brown had not accounted or charged ~~to~~ himself on the books of the firm of Brown & Orr, be and the same is hereby confirmed, and it is further adjudged, ordered and decreed that the plaintiff recover against R. L. Pennington, administrator of the estate of C. K. Brown, deceased, the said sum of \$407.42, with legal interest thereon from the 1st day of January, 1897, until paid; and it appearing to the court that the proceeds arising from the sale of the said Joslyn lot, and the house erected thereon, went into the lot conveyed to Sue V. Brown, by W. S. Crowell and wife, it is further adjudged, ordered, and decreed that the said sum of \$407.42, with interest, be and the same is hereby decreed to be a lien on said lot and the house erected thereon; and it is further adjudged, ordered and decreed that the report of said Commissioner is also confirmed as to the item of \$602.25, being the amount used by C. K. Brown out of the funds of Brown & Orr, and not charged to the said C. K. Brown on the books of the firm; and that the said plaintiff recover against the said R. L. Pennington, administrator of the estate of C. K. Brown, deceased, the sum of \$301.12 1/2 with interest thereon from the first day of January, 1906 till paid,



(2)

and to be paid out of the estate of the said ~~decedent~~<sup>decedent</sup>, in the hands of the said administrator to be administered, it being one-half of the <sup>said</sup> sum of \$602.25, which the said C. K. Brown used himself out of the funds belonging to the firm of Brown & Orr; and it is further adjudged ordered and decreed, that said plaintiff, ~~J. W. Orr~~, recover of R. L. Pennington, administrator of the estate of C. K. Brown, deceased, the sum of \$186.46, with legal interest thereon from the 23rd day of March, 1894, until paid, it being one-half of the note for the sum of \$372.92 executed by the firm of Brown & Orr to the said Jas. W. Orr, to be paid out of the estate of the said decedent in the hands of his administrator to be administered, and that he also recover of said administrator the sum of \$482.40 1/2, with legal interest thereon from the 6th day of December, 1907, until paid, the same being one-half of the sum of \$964.81, paid but by the said Jas. W. Orr, surviving partner, on the debts of the said firm of Brown & Orr, over and above assets received by him; and that the plaintiff also recover against Sue V. Brown the sum of \$54.95, with interest thereon from the 8th day of January, 1907, <sup>until paid,</sup> and which is for material that went into the construction of the Crowell house and was furnished by Brown & Orr; and, ~~that the plaintiff recover against R. L. Pennington, administrator of the estate of C. K. Brown, deceased, and Sue V. Brown, the costs of this suit.~~

And it is further adjudged ordered and decreed that R. L. Pennington, administrator <sup>of</sup> C. K. Brown, deceased, ~~and Sue V. Brown~~ <sup>and Rebecca Flannery</sup> recover against Amanda Spencer, the sum of \$314.37, the balance due on the Joslyn house and lot, with interest on \$292.70 part thereof from the first day of September, 1907, until paid, <sup>and</sup> ~~out of the one-half of said sum the said administrator shall pay the costs of his administration including the costs of this suit; in so far as the same will pay the said costs, and the residue of~~

the one half thereof



~~said costs of this suit, if any, shall be pay by the said Sue V. Brown; and that the said Sue V. Brown recover against the plaintiff \$190.00 the amount of her two notes against the firm of Brown & Orr, with interest on \$100.00 part thereof from March 20th, 1906, and on \$90.00 the residue thereof, from March 9th, 1906, until paid, subject to a credit of \$60.00 June 15th, 1906, and also said of \$54.95 as of January 8th, 1907, and which recovery shall be a credit on the above amount decreed herein in favor of the plaintiff for \$407.43, and interest thereon.~~

And it further appearing to the court that the said Sue V. Brown has paid out of her individual funds the sum of ~~\$400.00~~ <sup>\$400.13</sup> on the indebtedness of the said C. K. Brown, it is further adjudged, ordered and decreed that she be subrogated to the rights of C. K. Brown's creditors against his estate, as to the individual assets <sup>and that she recover from said R. L. Pennington Administrator of C. K. Brown's said \$400.13, with interest from date of payment by her, as shown by said Certificate of Debt</sup> of the said C. K. Brown, ~~not hereinbefore disposed of.~~ And it having been agreed in writing by the parties, by their attorneys, in the cause, that the firm of Brown & Orr shall have the lot in Pennington Gap conveyed by A. S. Day and wife to C. K. Brown and Susan V. Brown, and pay the balance of the purchase money thereon, and that Susan V. Brown shall have the lot in Pennington <sup>Gap</sup> conveyed by Pennington Gap Improvement Company to C. K. Brown and Susan V. Brown, and pay the balance of purchase money thereon, which agreement seems to the court to be equitable and just, it is adjudged, ordered and decreed that Geo. P. Cridlin, who is appointed a commissioner for the purpose do convey to the plaintiff by proper deed with covenants of special warranty the said lot, conveyed by A. S. Day and wife, as aforesaid, and report this action to the next term of the court, and that the said Susan V. Brown and the children of C. K. Brown, deceased, take and hold, in fee simple, the said lot conveyed by the said Pennington Gap Improvement Company to C. K. Brown & Susan



V. Brown; and that all exceptions to Commissioner Woodward's said report in conflict with this decree are over-ruled, and the said ~~far~~<sup>report</sup> in so far as it is not in conflict with this decree is confirmed.

And it is further adjudged ordered and decreed, that, unless the ~~sum~~<sup>said</sup> of \$407.42 with legal interest thereon from the first day of January, 1897 until paid, herein decreed in favor of the plaintiff, is paid within thirty days from the adjournment of this court, then Geo. P. Cridlin, who is appointed a commissioner for the purpose, will proceed to sell at the front door of the court house of ~~the~~<sup>this</sup> County, to the highest bidder, on a credit of six and twelve months time, the said Crowell house and lot, or a sufficiency thereof, to pay the amount of said recovery. Before selling the said commissioner shall advertise the time, terms and place of sale, for at least thirty days, by written advertisements posted at the front door of the court-house of this county, and in the vicinity of said property, and shall execute bond before the clerk of this court in the penalty of eight hundred dollars conditioned according to law. He shall require the costs and expense of sale to be paid in hand, and for the deferred payments he shall take bond with good security from the purchaser, bearing interest from date. And report his action to the next term of the court.

And it is further adjudged ordered and decreed that the plaintiff recover of the defendant, Sue V. Brown, the costs of this suit, except such costs as were incurred in the settlement of the account of R.L. Pennington, Administrator, <sup>vc</sup> and of J. <sup>James</sup> W. Orr, survivor &c.

And this cause is continued.

#### Memorandum

Sue V. Brown one of the defendants in this cause feeling aggrieved on account of the foregoing decree, and suggesting that she desires to appeal from the ~~foregoing~~<sup>said</sup> decree, has moved the Court to suspend said order for ninety days for time within which to prepare said appeal, it is therefore ordered that the operation of this decree be suspended for ninety days upon the execution by the said Sue V. Brown, or some one for her, of bond in the penalty of \$100.00, conditions as the law requires in such cases.



James W. On-Sumner  
VC

vs Deere

A. L. Pennington, Aug  
VC et al

---

Entered in C.O.B.

#8, page 402 re.

may term 1908. Decree

Enter this decree.

H. A. W. Siler

Sept 17 1908.



James W. Orr Survivor &c.

Plaintiff.

vs.

In Chancery.

Robert L. Pennington, Admr. &c.

*et al*

Defendants.

\*\*\*\*\*

This cause came on to be heard upon the papers formerly read in the cause and the report of J. O. Woodward, Commissioner filed in the cause, December 6th, 1907, and the additional statement of the plaintiff, filed by *consent*, and treated as <sup>a</sup> supplemental report to said commissioner's report, and filed in the cause on the \_\_\_\_ day of *May*, 1908, and was argued by counsel. On consideration thereof, and by consent of parties, *It* is adjudged, ordered and decreed that this cause be heard in vacation, and that the decree of the court rendered therein, in vacation, shall have the same force and effect as if rendered in term time.



James W Orr Sumner &c.

vs Deere

R. L. Pennington Adm  
&c et al.

---

Entered in C. C. B.  
N. S. page 379

Enter this decree.

H. A. W. Sikes

May 13<sup>th</sup> 1908.



James W. Orr, Survivor, .....Complainant.

Vs.

In Chancery.

R. L. Pennington, admr. et al. ....Defendant<sup>s</sup>,

This cause came on to be heard upon the papers formerly read therein, the bill of the plaintiff<sup>s</sup> exhibit<sup>s</sup> filed therewith, answers of the defendants, general replication thereto, the depositions of witnesses, an agreement of facts signed by the attorney's and filed herein and was argued by counsel.

On consideration of all which, and it appearing to the court that a large mass of testimony has been taken and the result of calculations are to be reached before the court can pass upon the various questions raised in this cause, the Court deems it necessary to have a commissioner to ascertain certain facts necessary to the rendering of <sup>or</sup> the proper opinion in this case. It is therefore adjudged ordered and decreed that J. O. Woodward, who ~~was~~ hereby appointed a Special Commissioner for the purpose, will ascertain and report to court the following facts.

1st. What funds, if any, C. K. Brown took from the firm assets of Brown & Orr and used in payment for the purchase price of the Joslyn lot or any improvements thereon and the dates <sup>at</sup> ~~of~~ which such amounts were taken and the purpose for which used. He will also ascertain whether or not such amounts were charged to the said C. K. Brown on his account with the firm.

2nd. He will also ascertain whether or not the said C. K. Brown was solvent or insolvent at the time of the use of any such money mentioned aforesaid, and will also ascertain the financial condition of the said firm of Brown & Orr at the time of the use of any such funds as are mentioned in paragraph 1. above; *he will also ascertain how much of any thing J. W. Orr owes the firm at the time C. K. Brown may*

3rd. He will ascertain how much was obtained for the sale of the property known as the Joslyn lot and what disposition has been made of said money,

4th. He will ascertain how much, if any, of said funds derived from the price of said Joslyn property, was invested in the house and lot known as the Crowell lot.

*and certify the ascertainment of the facts*

*from which any such funds*



5th. He will settle the account of J. W. Orr, surviving partner, and ascertain the amount of assets and liabilities of said firm, <sup>and</sup> the amount which has been collected and disbursed by the said Jas. W. Orr, as survivor.

6th. He will take, state, and audit the administration account of R. L. Pennington, administrator of C. K. Brown, and ascertain the amount of assets and liabilities of said estate.

7th. He will ascertain what amount of money was used from the firm of Brown & Orr to pay for the improvements made upon the Crowel lot, the amounts and dates thereof. *He will also report any other matters requiring by either party or deemed pertinent by himself.*

Before preceeding to execute said decree, the said Commissioner will give the parties, or their attorney's, five days notice of the time and place of his sitting. And this cause is continued.



J. O. Orr. Same as

vs.  $\frac{1}{2}$  share for  
Orr.  
Howards

P. A. Cunningham Acct

Entered in C. O. P.

# 8, page 333 ve-

Enter this Sept.

23. 1907

H. A. W. S. L.



The deposition of M. C. Moneyhun and others taken before me, Geo. P. Cridlin, a Commissioner in Chancery for the Circuit Court for Lee County, at the law office of R. L. Pennington in the town of Jonesville, pursuant to agreement of the attorney's on the 11th day of Sept. 1907, to be read as evidence on behalf of the defendants in the Chancery cause of Jas. W. Orr, survivor, against R. L. Pennington, administrator, et al.

Present R. L. Pennington of Counsel for defendants.

Jas. W. Orr in person.

Geo. P. Cridlin of Counsel for plaintiff.

M. C. Moneyhun, A witness of lawful age being duly sworn deposes and says:

Q.1- State your age, residence, and occupation?

Ans. Age 35, reside about one and one-half miles from Jonesville, occupation farmer.

Q.2- What relationship are you to Sue V. Brown?

Ans. She is a niece of mine. She is the daughter of my sister.

Q.3- Were you acquainted with her husband, C. K. Brown, deceased.

Ans. I was.

Q.4- How long had you known Mr. Brown before his death?

Ans. I knew him twenty or twenty-five years.

Q.5- Are you the same M. C. Moneyhun whom the records of Lee County show was the guardian of Sue V. Dorton, now Sue V. Brown?

Ans. I am.

Q.6- After Miss Sue Dorton, your niece, married Mr. C. K. Brown, did you pay to Mr. Brown, or to Mrs. Brown, any sum of money, and if so, what did Mr. Brown tell you he was going to do with the money which you paid him.

Objection.

The foregoing question and any answer thereto is accepted to because self-serving and inadmissible.

Geo. P. Cridlin for plaintiff.

Ans. I did pay to Mr. Brown some money for Sue. Mr. Brown did not tell me at the time I paid it to him what he was going to do with it, but after he had disposed of the money he told me that he had put



it into a house which he had built for Sue V. Brown.

Q.7- Do you know what house it was?

The same exception as above.

Geo. P. Cridlin,

Ans. It was the same house that was sold to the widow Spencer.

Cross Examination.

XQ.1- Do you remember how much you paid Mrs. Sue V. Brown, and when?

Ans. I don't remember the amount, nor the date.

XQ.2- Do you remember the amount and the date of the last payment you made to her?

Ans. The last payment was \$30.00 and some cents, but the date of it I do not remember.

XQ.3- Is it not a fact that R. L. Pennington, as commissioner in the Chancery cause of Susan Brown and others against you was guardian for Sue V. Brown and others, stated and settled your guardianship account and ascertained the amount in your hands due to Sue V. Brown and the other heirs of Ibbie Dorton, deceased?

Ans. He did settle my account and I suppose it shows the amount correctly in my hands.

Re-Examination.

Q.1.- Outside of the funds which was in your hands as guardian for Sue V. Brown, do you know of any other estate from which she received any other source?

Ans. I do. She received one-fifth of \$1000.00, the proceeds of a piece of land with interest on the \$1000.00 for several years. I do not know the number of years. I expect it was ten or twelve. This money did not pass through my hands. I understand that Judge Orr, as attorney for Mrs. Brown, collected the funds which came out of my father's estate, Jas. M. Moneyhon, Sr., under the will of my father.

Re-Cross Examination.

XQ.1.- You spoke of the heirs of Ibbie Dorton, receiving under the will of your father, the sum of \$1000.00, proceeds of a sale of



a tract of land, and interest thereon for ten or twelve years, please state whether or not you are definite in regard to the amount, and in regard to the fact as to whether or not the \$1000.00 drew interest in their favor for that length of time?

Ans. I only know that the land sold for \$1000.00, but as to the interest, and as to whether or not it was reduced by costs and commissions, and as to the actual amount received, I cannot state and do not know.

And further this witness sayeth not.

(Signature waived)

C. P. Brown, another witness of lawful age, being duly sworn deposes and says:

Q.1- Please state your relationship to C. K. Brown, deceased?

Ans. I am a brother of his.

Q.2- During the time which your brother C. K. Brown & Jas. W. Orr conducted a partnership business in the town of Jonesville under the firm name of Brown & Orr from the year 1893 up to the death of C.K. Brown, where did you live during that time?

Ans. I lived in Jonesville at that time, made that my home.

Q.3- Were you living in Jonesville at the time when the house was built which was sold to Mrs. Spencer and Mrs. Flanary?

Ans. I was.

Q.4- Whose property did you understand that house and lot to be?

Ans. It was always my understanding that it belonged to Sue V. Brown.

Objection. The foregoing answer objected to as testimony. The understanding of the witness is inadmissible without a statement of the facts accompany it, which was sufficient to show that the understanding of the witness is correct. *C. J. Duncan atty.*

Q.5- Did you ever have any talk or conversation with your brother, C. K. Brown, in regard to whose money it was that was paying



for the property?

Objection. The foregoing question and any answer thereto is objected to as hearsay and self-serving declarations. *C. J. Duncan*

Ans. I heard him say that he built it with Sue's money.

Q. 6.- Do you know whether your brother devoted his entire time to the business of Brown & Orr, or did he have some other calling which he followed as business?

Ans. He had no other calling. His time was all devoted to his implement business.

Q. 7.- Were you or were you not frequently in his place of business, and in his home during the time he lived in the Spencer property?

Ans. I was.

Q. 8.- State whether or not if you know he and his family lived economically or extravagantly?

Ans. He and his family had plenty to eat. He and his family were just about as little as the law would let them wear to keep decent.

Q. 9- I will ask you to state whether or not during the continuance of the partnership business if Mr. Brown had any amount of serious sickness during that time to necessitate incurring doctor bills?

Ans. He had quite a great deal of sickness, and I think during that time buried about four children.

Q. 10- Have you examined the account of C. K. Brown with the firm of Brown & Orr.

Ans. No, sir.

Q. 11- I hand you book No. 3<sup>filed</sup> as evidence in this case, and will ask you to turn to page thirty-six and state what that book shows the total amount of footing of the account to be?

Ans. I have examined the books referred to and find the footing of the books to be \$2605.59.

Q. 12- If this amount of money represents the entire expenditure of your brother, Mr. Brown from 1893 up to the time of his death, which would average about \$200.00 per year, would you consider that



sum as economical, or extravagant living, considering the family which he had to support and the sickness which came to them?

Objection. The foregoing question and any answer thereto is objected to as evidence, because 1st. It is not shown that his living, and the living of his family came alone from this source. 2nd. It is irrelevant and immaterial and inadmissible for no purpose. 3rd. because said account does not show by a considerable amount all the items that should have been charged to Mr. Brown as has all ready been shown by evidence in the case. C.T.Duncan.

Ans. I consider that it would be economical living for a family of that kind.

Q.13.- Were you acquainted with your brother's business capacity as a hardware and Machine man?

Ans. I was.

Q.14.- Have you had any experience at all in handling machinery and in selling machinery?

Ans. Yes sir, some.

Q.15.- What was the ability of C. K. Brown as a hardware and machine man?

Ans. I considered him a very fine salesman.

Q. 16.- What would Mr. Brown's capacity as a hardware and machine man have been worth upon a salary basis by the month or per year?

Objection. The foregoing question and any answer thereto is objected to, because immaterial and irrelevant.

Ans. I think that his capacity would have warranted a salary of \$100.00 a month.

Q. 17.- Did Mr. Brown have any independent source of income, other than that derived from the business of Brown & Orr?

Ans. None that I knew of.

Q.18- I hand you a little memoranda book and for the purpose of identification in this case marked on the back Bickford & Huffman Company, I will ask you to examine this book and state whether or not you are acquainted with the handwriting that is in it, state whose



handwrite it is, and file it as a part of your deposition in this case?

Ans. I have examined the book referred to, the handwriting contained in it is that of my brother, C. K. Brown, and I here file the same with my deposition as requested.

Q. 19- I now hand you several checks signed Sue V. Brown by C. K. Brown as follows:

|                                    |          |
|------------------------------------|----------|
| June, 14th, 1906, W. S. Crowell    | \$ 1.75. |
| Aug. 29th, 1906, W.S.Crowell       | 50.00    |
| Aug. 11th, 1906, J. C. Poteet.     | 20.00    |
| Aug. 15th, 1906, J.L. Diffendaffer | 10.00    |
| Aug. 27th, 1906, J. W. Sparks      | 12.28.   |
| Sept. 8th, 1906, Jas. M. McCauley  | 14.00.   |
| Sept. 25th, 1906, W.S.Crowell      | 64.86.   |
| Oct. 10th, 1906, J.J. Blakemore    | 5.00     |
| Oct. 3rd, 1906, Greene Oxford      | 4.73     |
| Oct. 18th, 1906, N. Wygal          | 18'75    |
| Nov. 8th, 1906, Brown & Orr        | 65.00.   |

I will ask you to state whose handwriting these checks are in and file them with your deposition marked Crowell House checks?

Ans. I have examined the checks referred to above and find them to be in the handwriting of C. K. Brown, and I here file them with my deposition marked as requested.

Objection. The marking of these checks as requested is objected to, because it is an effort to prove by the marking on the checks for what they are to be used for.

C. T. Duncan.

Q. 20-. I now hand you another check dated Oct. 3rd, 1906, signed in the same manner as the checks aforesaid, payable to H. C. Joslyn for \$34.00, I will ask you to examine the check, state whose handwriting it is in, and file it with your deposition as exhibit C.P.B.No. 2?

Ans. I have examined the check, find it to be in the handwriting of C. K. Brown, and here file the same as part of my deposition. This check shows to be the first payment on a lot bought from the Pennington Gap Improvement Company.

Q. 21.- I now hand you a cancelled note signed by Sue V. Brown and C. K. Brown, payable to H. C. Joslyn, marked paid Oct. 6th, 1898, which I ask you to file with your deposition as exhibit C.P.B.No 3.



Ans. I file the same marked as requested.

Q.22.- I now hand you another check dated March 20th, 1906, payable to Brown & Orr for \$100.00, signed Sue. V. Brown by C. K. Brown and marked "For Borrowed money". I will ask you to state whose handwriting said check is in, and file the same with your deposition marked C. P. B. No. 4.

Ans. I file the check marked as requested which is in the handwriting of C. K. Brown.

Q.23.- I now hand you a note dated March 20th, 1906, payable to Sue V. Brown, and signed Brown & Orr for the sum of \$100.00. I will ask you to examine this note and state in whose handwriting it is, and make a copy of this note and file it with your deposition marked C.P.B. No.5?

Ans. I have examined the note and find that it is in the handwriting of Mr. Brown and I make and here file with my deposition a copy thereof marked C.P.B. No5.

Objection. The note and check last above referred to are objected to as testimony, because no authority from the firm of Brown & Orr is shown for the borrowing<sup>of</sup> this money, and no such pressing necessity is shown for the ~~lending~~<sup>borrowing</sup> of it as would justify one of the partners in ~~lending~~<sup>borrowing</sup> the same without consulting with his co-partner and obtaining his permission to borrow it, and for the further reason that it is no where shown that this check was used for the purpose of said fence.

C.T.Duncan.

Q.24.- I now hand you another note dated March 9th, 1903, payable to Sue V. Brown for the sum of \$90.00, signed by Brown & Orr. I will ask you to examine the note and state if you know in whose handwriting it is, and file a copy of the note with your deposition marked C.P.B. No. 6?

Objection. This note is objected to as evidence for the same reason last above stated.

C.T.Duncan.

Ans. I have examined the note. It is in the handwriting of C.K. Brown. I make a copy of the same and file it with my deposition mark-



ed as requested. I find on the back of the note endorsed in the handwriting of C. K. Brown, a credit of June 15th, 1906, check paid A.G. Hyatt \$30.00. I also place on the back of the copy, the same words that is on the back of the note.

Q.25.- I now hand you a cancelled note signed Sue V. Brown & C.K. Brown, payable to H. C. Joslyn, which I will ask you to file with your depositions marked C.P.B. No. 7?

Ans. I here file the note marked as requested.

Q.26.- I now hand you notes as follows: One dated Nov. 13th, 1905, for \$100.00, payable to Elkanah Flanary, signed by C. K. & S. V. Brown. Note dated April 7th, 1897 for \$1 00.00, payable to John D. Morgan, signed C. K. & S. V. Brown. Note dated the first day of May 1900, for \$50.00, payable to Henry J. Morgan signed C. K. & S. V. Brown. I will ask you to examine said notes, state if you know whose signatures are attached, and file them with your deposition marked respectively C.P.B. No.8.9.10?

Objection. The foregoing question and any answer thereto is objected to because irrelevant and inadmissible.

C.T.Duncan.

Ans. I have examined said notes, the first of which are signed in the handwriting of C. K. Brown. The next two are signed in the handwriting of C. K. Brown and Sue V. Brown, and I file them with my deposition marked as requested.

Q.27.- I now hand you a paper purporting to be a contract between C. K. Brown & Jas. W. Orr, dated Feb. 1st, 1893. I will ask you to examine said papers, state whose signatures are attached thereto, and in whose handwriting, and file the same with your deposition marked C.P.B. No. 11?

Ans. I have examined the said papers and it is signed by C.K. Brown, in his handwriting and by Jas. W. Orr I think in his handwriting, and Judge Orr has just admitted in my presence that his name was in his own writing.

Q.28.- I now hand you a paper purporting to be a deed from H.C. Joslyn and wife to Sue V. Brown, I will ask you to state whether or



not you are acquainted with the handwriting of Capt. Joslyn, and file the said papers with your depositions marked C.P.B. No. 12?

Ans. I am tolerably well acquainted with Capt. Joslyn's handwriting, and have examined the paper handed me and find the signature thereto to be that of Capt. Joslyn's, and I here file the paper marked as requested.

Q. 29.- I now hand you a paper purporting to be a deed from W. S. Crowell and wife, to Sue V. Brown, I will ask you to please file the said paper with your deposition marked C.P. B. No. 13?

Ans. I file the papers marked as requested.

Q.30.- I now hand you a check dated Feb. 20th, 1906, signed Sue V. Brown, payable to Henry C. Joslyn for \$52.00. I will ask you to state whose handwriting this check is in, and file the same with your deposition marked C.P. B. No. 14?

Ans. I have examined the check ~~xxxxx~~ referred to and find it to be in the handwriting of C. K. Brown, and here file the same with my deposition marked as requested.

Q. 31.- I now hand you another check dated Nov. 31st, 1906, signed Sue. V. Brown & C. K. Brown, payable to W. A. Baker for \$26.00, on which is marked the words "for furniture", I will ask you to state whose handwriting this check is in if you know, and file the same with your deposition marked C. P. B. No. 15, and if you know anything about what the check was gave for, please state?

Objection. The foregoing question and answer thereto objected to because immaterial and irrelevant.

C.T.Duncan.

Ans. I have examined the check and it is in the handwriting of Mr. Brown. I file the same with my deposition marked as requested. About that time I know of them buying a sideboard and extension dining table from Dr. Baker.

Q.32.- I now hand you an old cancelled note which I will ask you to please file with your deposition marked C. P. Brown No. 16, which note purports to be payable to Couk ~~Er~~Orr, a part of the signature being torn off?



Ans. I file the note marked as requested.

Objection. The foregoing note is objected to because immaterial and irrelevant, so far as I can see.

Adjourned until Sept. 12th, 1907.

Met pursuant to adjournment.

Q.1- Several of the checks which I handed you yesterday and asked you to file marked Crowell House Checks, have marked upon their face the words "for lumber". Do you know anything about where Mr. Brown used the Lumber which he bought from these various parties?

Ans. I do not know where he used the lumber, but at the time when these checks were given he was building the house on the Crowell lot.

#### Cross Examination.

XQ.1- Do you know where and from whom the lumber was obtained and how it was paid for that built the house on the lot purchased from H. C. Joslyn?

Ans. I do not know.

XQ.2- If I understood you correctly you stated in your deposition in chief that C. K. Brown told you he was building the house on that lot with his wife's money, do you know how much money his wife had, and from what source she obtained it?

Ans. I do not know how much she had. She obtained it from her father's and grand-father's estate I think.

XQ.3: Was that all the money she had in her on right what she obtained from her Father's and grand-father's estate?

Ans.- All that I know anything of.

XQ.4.- How long was you connected with the firm of Brown & Orr and in what capacity?

Ans. I was not connected with them at all. The only thing I ever done for them was to ride a few days on special occasions.

XQ5.- Have you any idea as to the average of the yearly business done by that firm?

Ans. I do not know a thing in the world about it.



XQ.6.- Do you know whether they sold goods at a good profit and on reasonable commission?

Ans. I do not know as to that. I know the price at which they sold machines one year. I was employed by the McCormick Harvesting Company as expert agent, that is for the purpose of traveling over the Country and helping to sell machines and aiding and setting up and adjusting machines, the McCormick paying me my wages and furnishing me to aid Brown & Orr in selling &c. This was however for only part of the time, as I worked both in Scott County and Lee County, and the firm of Brown & Orr only sold in Lee County.

XQ.7. At what season of the year was the principle business of the firm of Brown & Orr transacted?

Ans. In the Spring, Summer, & Fall as I understand it. The winter did not amount to much in the way of selling machinery.

XQ. 8- The principle business of the firm of Brown & Orr was the sale of machinery and fertilizers and repairs, was it not?

Ans. Their principle business was the sale of agriculture instruments such as mills, hervesters, mowing machines, rakes, wagons, buggies, and things of that kind. They kept no stock of hardware, except some shelf hardware.

XQ. 9'- What amount of business would have to be done yearly to justify the payment of \$1200.00 for management, sales &c?

Ans. There would have to be I should think at least \$6000.00 or \$7000.00 worth of business done in retail prices.

XQ.10- Would there not have to be at least \$8000.00 worth of business done based on alleged purchases to justify that expenditure and afford even a small profit to the firm.?

Ans. I expect there would.

XQ. 11- State if you know who paid the freight on the machinery, implements &c handled by said firm?

Ans. I do not know positively, but I think that it was paid by the firm.

XQ. 12- If you know of any other salesman or expert employed by the firm of Brown & Orr



the Harvester Company to assist the firm of Brown & Orr in the sale, setting up and delivery of the said machinery, besides yourself, if so, who and how many years?

Ans. I remember two that worked three months each. One was a Mr. Shaw, and the other Geo. Holliday. It may be possible that Shaw worked two years. This is all I remember.

XQ. 13.- Please describe the improvements put on the lot purchased from Mr. Joslyn?

Ans. The building is six room weatherboarded house and part sealed, and part plastered. One hall below and one above, A front porch and back porch, one chimney, and two small flues. The foundation is of stone pillars banked around with dirt and sodded with grass, A smoke house and stable, woodshed and wash-house combined, also a well, poultry wire in front of the house, and plank above and below, and on the north side and west side a plank fence, and on the east is a joint fence between that lot and that of C. E. Couk's.

XQ. 14. Do you know the cost actually incurred in making all these improvements, if so, state them?

Ans. I do not know. He told me at one time as I remember that his house cost about \$900.00. I do not know whether he meant to include in that the price of the lot or not.

XQ. 15. When was that house and lot sold to Mrs. Spencer?

A. I think it was in Sept. 1906, and it was after that time that the house was built on the Crowell lot was it not. Yes, sir.

XQ. 16. Do you know of any means which Mrs. Brown had at the time she bought the Crowell lot and built the house on it, except such as was derived from the sale of the property to Mrs. Spencer?

Ans. I do not.

XQ. 17. Was the house sold to Mrs. Spencer well furnished or not.

Ans. It was furnished as nicely as any poor person's house.

And further this deponent sayeth not.

(Signature waived)



C. E. Couk, another witness of lawful age being duly sworn deposes and says:

Q. 1.- State your age, residence, and occupation?

Ans. Age thirty-eight. Jonesville, Va. Cashier of the Powell's Valley Bank.

Q.2.- During the month of Sept. 1903, did the firm of Brown & Orr carry an account with the Powell's Valley Bank?

Ans. It did.

Q.3.- I now show you a check filed with the deposition of C.P. Brown marked C. P. B. No. 4, payable to Brown & Orr, signed Sue V. Brown by C. K. Brown, date March 20th, 1906. I will ask you to state whether or not you have examined your books to ascertain whether or not this check was credited to the account of Brown & Orr?

Ans. The book so shows.

Q.4. I now show you a statement of the Powell's Valley Bank rendered by you to Mrs. Sue V. Brown for her account up to and including the month of Sept. 1903. I will ask you to state whether or not this statement shows the several deposits made by her up to that time, and if this statement does not give the <sup>dates</sup> ~~dates~~ of several depositors, will ask you to compare it with your ledger and mark after each one of these deposits, the date thereof.

Ans. This statement does ~~not~~ include all deposits made to her account up to the time stated by the statement. I will examine my ledger and mark before each one of the deposits, the date on which the deposits was made.

Q.5- I will now ask you to file as part of your deposition, this statement marked C. E. C. No. 1?

Ans. I here file the said statement marked as requested.

Cross Examination.

XQ. 1.- Was all, or principal part of the business of Brown & Orr conducted through your bank?

Ans. I think so.

XQ.2- Can you give me the volume of business transacted from 1893, up to the time of the death of the said C. K. Brown?

Ans. I think so by going over the books.



XQ.3- Please file as a part of your deposition a statement of the volume of the business each year marked C. E. C. No. 2.

Ans. I file the same marked as requested.

XQ.3.- Did Mrs. Sue V. Brown ever have an account with your bank prior to the deposits made on the 20th day of Feb. 1903?

Ans. I do not think she did, but will examine my books, and if she did, I will file a statement of it.

XQ.4. State who was the substantial partner of Brown & Orr and who gave it credit?

Objection. The foregoing question and any answer thereto is objected to: 1st. because it is no part of the cross examination of the witness, and 2nd because it is immaterial and irrelevant to any issue involved in the case.

R. L. Pennington.

Ans. It was generally considered by us at least that J.W.Orr furnished the financial backing of the firm.

And further this witness sayeth not.

*(Signature waived)*

Sue V. Brown, another witness of lawful age being duly sworn deposes and says:

Q.1 State your age and relationship to C. K. Brown?

Ans. Age 35. Wife of C. K. Brown.

Q.2- When were you married to C. K. Brown?

Ans. Feb. 12th, 1891.

Q.3- In what business was Mr. Brown engaged when he and you were married?

Ans. In the implement business. Machinery and farming implements. He was then working on a salary or commission, I do not know which, at least he did not have any store at that time.

Q.4- Did he continue in that business until Feb. 1893, when he and Judge Orr formed a partnership of Brown & Orr?

Ans. Yes sir.

Q5.- Was he making a living for you and himself previous to entering into the partnership business?



Ans. Yes, sir.

Q.6.- At the time you married Mr. Brown, or after the marriage, did you have any estate of your own? I mean by that did you have any money coming to you from any source?

Ans. Yes sir. I had what my father left to me, and my Uncle M. C. Moneyhon was our guardian.

Q.7- What did you do or have done with the money which was coming to you out of your father's and grand-father's estate?

Ans. I gave it to Mr. Brown and he put it into my home.

Q.8- Do you mean that you collected the money yourself, or authorized him to collect it and put it into the house?

Ans. He collected it.

Q.-9. What home did he put it into? What house was it?

Ans. Into the house we sold to Mrs. Spencer.

Q,10- Do you know of your own knowledge how Mr. Brown managed the money after you authorized him to buy the house you spoke of?

Ans. I intrusted the buying of the material and making the contracts to Mr. Brown.

Q.11- Did Mr. Brown get all the money which you had coming to you from your father's and grand-father's estate?

Ans. Yes sir, he did'

Q.12- Did he or not tell you that he had invested that money in paying for the Spencer house and lot?

Objection. Objected to because hearsay and inadmissible.

Ans. He did tell me that he had so invested it.

Q.13. Did you borrow any money to pay on the house?

Objection. Objected to because leading.

C. T. Duncan.

Ans. Yes, we borrowed some money..

Q.14-. I show you a note filed with the deposition of Mr. C.P.B. Brown in your suit signed by you and C. K. Brown for \$100.00, payable to John D. Morgan. What was this note executed for?

Ans. The note was executed for money which was used to pay on our home.

Q.15.- I show you another note filed with the deposition of Mr.



C. P. Brown marked C. P. B. No 10 signed by you and C. K. Brown for \$50.00, payable to Henry J. Morgan. I will ask you, if you know, what this note was executed for?

Ans. This was for money, and I think it went into paying for something that went into our home.

Q.16. Do you know of anything about borrowing some money from Elkanah Flanary of \$100.00. Do you know what that money was used for?

Ans. Yes sir. I think he borrowed it and put it into our home.

Q.17. From the time when you built the house that was sold to Mrs. Spencer, up to the time you sold the house, were you ever out of debt?

Ans. No sir.

Q. 18. Do you remember how much you paid off after you sold the property?

Ans. I do not, but I guss it was something like \$500.00.

Q.19- Who paid for the lot which you purchased from W. S. Crowell and wife?

Ans. It was paid for out of my home money.

Q.20- I show you a check dated Feb. 22nd, 1907, payable to W. S. Crowell for \$201.50. Do you know what that check was for?

Ans. This check was given for the balance due Mr. Crowell on work done on the store building built on the Crowell lot.

Q.21- I will ask you to file this check with your depositions marked S. V. B. No. 1.

Ans. I file the check marked as requested.

Q. 22. I show you another check made payable to J. A.G..Hyatt, dated Feb. 5th, 1907, for \$84.00, signed by you. Do you remember what this check was for?

Ans. This check was for lumber used on the new building.

Q.24.- I will ask you to file this check with your deposition marked S. V. B. No. 2?

Ans. I file the check marked as requested.

Q. 25.- I now show you the following checks:

Check dated Feb. 19th, 1907, payable to Dr. W. L. Spencer for \$25.91.



What was this for?

Ans. This was given for Dr. Bill account against Mr. Brown.

Q. 26. I show you another check dated Feb. 4th, 1907, payable to Dr. Jas. Ewing for \$31.25. What was this for?

Ans. Dr. bill for Mr. Brown.

Q. 27.- I show you another check dated Feb. 12th, 1907, payable to Couk Bros. for \$47.18. What was this check for?

Ans. Amount of store account charged to Mr. Brown.

Q. 28. I show you another check dated Feb. 12th, 1907, payable to H. C. Joslyn for \$10.25. What was this for?

Ans. Mr. Joslyn's account against Mr. Brown-

Q. 29. I show you another check dated Feb. 25th, 1907, payable to J. R. Gibson & Sons for \$7.94. State if you know what this check was given for?

Ans. Store account against Mr. Brown.

Q. 30- I show you another check dated Feb. 22, 1907, payable to O. C. Lee for \$35.00. Please state what this was for?

Ans. Coffin for Mr. Brown.

Q. 31. I show you another check dated Jan. 10th, payable to L. E. Wilson for \$40.84. Please state what this check was given for?

Ans. Nursing Mr. Brown.

Q. 32. I show you another check dated March 8th, 1907, payable to J. W. & W. E. Orr for \$30.80. Please state what this is for?

Ans. Amount due by Mr. Brown to J. W. & W. E. Orr.

Q. 33.- I show you another check dated Jan. 5th, 1907, payable to Dr. Samuels, marked paid by the bank Jan. 16th, 1907, for \$115.00. I will ask you to please state what this was for?

Ans. Dr. bill for Mr. Brown during his last illness.

Q. 34- I will ask you to file each of these checks marked S. V.B. from three to nine respectively?

Ans. I here file said checks marked as requested.

Objection. The foregoing checks and the answer thereto are objected to as evidence, because irrelevant and immaterial to any issue involved in this case.

C. T. Duncan.



From the time Mr. Brown entered into the partnership of Mr. J. W. Orr, up to the time of his last illness and his death, state whether or not he devoted his entire attention to the business of Brown & Orr?

Ans. Yes sir, he did.

Q. 36. Did you and your family live economical or extravagantly during this time?

Ans. I think we lived very economical, very.

Q. 37. Please state whether or not at any time during the continuance of that partnership business, you had as much as a years provision of flour laid up?

Ans. We never had a years supply of flour at once, and excepting the one time when we had a barrel of flour, we got a poke at a time.

Q. 38. What was the net amount which you got for the sale of the Spencer property after you had paid the cost of having the sale made?

Ans. We had \$1900.00 left.

Q. 39. After you had paid all your debts which you owed at the time you sold the property for borrowed money and after you had paid Mr. Brown's store accounts, and paid what was owing on the Crowell lot store building, how much money did you have left out of the price of the Spencer property?

Ans. I cannot answer the question, but refer to the checks and papers filed with the various depositions for reply.

#### Cross Examination.

XQ. 1-. Mrs. Brown please state as nearly as you can the amount of money received from your father's estate? through your guardian, M. C. Moneyhon?

Ans. I do not remember how much it was.

XQ. 2- Do you remember how much you received from your grandfather's estate?

Ans. No sir, I do not.

XQ. 3- Do you remember who you received that through, or who collected it for you?

Ans. I do not know.



XQ. 3- What you received from your grand-father's estate and your father's estate, was all the money you had, was it not?

Ans. Yes sir:

XQ. 4.- Now Mrs. Brown you think that some money was borrowed and used in that house, and you file a note executed by you and your husband to John D. Morgan for \$100.00, and this money seems to have been got on the 7th day of April, 1901. Did that go into the house?

Ans. I think it did.

XQ. 5. Do you know how this money was paid back to Mr. Morgan?

Ans. I do not.

XQ. 6. You have filed a note dated Nov. 13th, 1905, for \$100.00 executed to Elkanah Flanary. Do you know what that money was borrowed for?

Ans. I think it was borrowed to pay on our home.

XQ. 7.- Do you mean by that it was borrowed to pay back money borrowed from other people?

Ans. I do not.

XQ. 8. Was not a part of the money that you received from your father's estate and grand-father's estate used for the purpose of buying furniture and other finishings for the house?

Ans. No, I made or principally made the money with which I have furnished the small amount of furnishing I have in my house by keeping boarders.

XQ. 9. Do you know what year you built and furnished your house in?

Ans. I think it was in the year of 1895.

XQ. 10- Was your husband a stout man, or a sickly man?

Ans. He was not stout at all.

XQ. 11- Was he not frequently sick and unable to attend to business?

Ans. Yes sir, but he attended to it all the same.

And further this witness sayeth not.

(Signature waived)



Virginia, Lee County, to-wit:

I, Geo.P.Cridlin, a Commissioner in Chancery for the Circuit Court of Lee County, Virginia, do certify that the foregoing depositions of M.C.Moneyhun, C.P.Brown, C.E.Couk and Sue V. Brown, were taken and sworn to before me at the time, place and for the purpose in the Caption mentioned.

Given under my hand this the 14th day of September, 1907.

Geo.P.Cridlin  
Commissioner in Chancery.



M. On Serv

75 } Defts  
      } Deps -

P. Cunningham

Filed Sept. 17, 1907

H. C. I. Ewing, Clerk

~~~~~  
Comm. fee \$6⁰⁰

The depositions of H. C. Joslyn, John P. Wyman, J. C. Potat,
B. F. Orr, W. R. Snodgrass, W. S. Crowell, W. E. Orr and others
taken pursuant to agreement in the office of R. L. Pennington in the
town of Jonesville, Virginia, on the 30th day of August, 1907, and
which are intended to be read as evidence in behalf of the plaintiff
in a suit in Chancery now pending in the Circuit Court of Lee County,
Virginia, in which Jas. W. Orr, survivor &c is plaintiff, and Robt.
L. Pennington, administrator &c and others are defendants.

Present. Robt. L. Pennington ^{Defendant} ~~plaintiff~~ and attorney for the
defendants. Jas. W. Orr, plaintiff and Duncan & Gridlin attorneys
for said plaintiff.

X H. C. Joslyn, a witness of lawful age being duly sworn deposes
and says:

Q.- 1. Please state your residence and occupation?

A.- Residence Jonesville, Virginia, occupation farming.

Q.-2. How long has your residence been in Jonesville?

A.- Thirty-four years.

Q.-3. Were you acquainted with C. K. Brown lately deceased,
and Susan V. Brown, his wife, and now his widow, and with the firm of
Brown & Orr?

A.- I was acquainted with all of them and with the said firm
from the time it commenced business in Jonesville up to the death of
the said C. K. Brown.

Q.-4. Did you have any dealings with the said C. K. Brown or
Susan V. Brown, if so, what were said dealings?

A.- I sold them a lot in 1895. The negotiations in reference
to said trade were with C. K. Brown, but both for himself and wife,
Susan V. Brown. But when the deed was made it was made directly to
the said Susan V. Brown.

Q.-5. Please state the price at which you sold said lot and the
terms of payment?

A. I will have to refer to my books. On examination of my books
I find the price at which I sold said lot to be \$145.00. Of this sum
\$45.00 was paid down, and two notes executed for \$49.50 each, due as

I remember in one and two years, and bearing interest from date.

Q.- 6. Will you please state how the payments of \$46.00 was made and how the two notes were finally paid.

Objection. The foregoing question and any answer thereto is immaterial to any issue involved in this case.

R. L. Pennington.

A.- They paid me one cow at \$18.00 and a disc harrow at \$28.00 on the payment made down. I do not remember exactly how the first note was paid. The first note was paid as I remember by a drill at \$25.00 and a credit of \$12.00 on some account, and the balance I suppose was paid in cash. I have no record of it. The principle of the second note was paid in cash after Mr. Brown and his wife sold their house and lot to Mrs. Spencer. The interest on both notes had been paid along at different times up to the time each note was lifted. As to the first note there was very little interest accumulated on it, but the second note ran for several years and the interest was paid on it annually. It was generally paid by giving me credit on my account with the firm of Brown & Orr.

Q.-7. Please state how long you dealt with the firm of Brown & Orr?

A.- I dealt with the firm of Brown & Orr from the time they commenced business, up to the time of the death of C. K. Brown.

Q.8. If you let C. K. Brown, or his family have anything for their individual use, for which you obtained credit on your indebtedness to the firm of Brown & Orr, please state the amount thereof and the different times as nearly as you can, when said articles was got by Brown or Orr, and his family and credited to your own account.

A.- I did let them have a good many articles which I understood to be for the use of Mr. Brown and his family and which were credited on my account with the firm of Brown & Orr, and I file herewith from my books an account of the dealings of myself with the firm.

And further this witness sayeth not.

(Signature waived)

John P. Wynn, another witness of lawful age after being duly sworn deposes and says:

Q.-1. Please state your residence and occupation?

A.- I live near Jonesville and am a carpenter.

Q.-2. Did you contract to do some work ^{for} with Brown on the store house erected by him on the lot purchased from W. S. Crowell, and if so, state the nature of the contract and the amount of the work done?

A.- I did contract with him to do some ceiling at 75 cts a square, and was to receive in payment for the same, one cow at the price of \$20.00. Mr Pennington and myself have just measured the ceiling that was done, and according to our measurement, the same comes to the sum of \$18.75.

Q.-3. Did you do any other work for which you claim you are entitled to compensation?

Objection. The amount of work done by John P. Wynn refereed to above at 75cts a square was agreed upon as correct before this witness was placed upon the stand. Anything that he may say in regard to claiming compensation is objected to, because he is incompetent witness of ~~said C. K. Brown~~ and incapable of testifying.

R. L. Pennington.

A. I did do some extra work stripping the joists for which there was nothing said between Mr. Brown and myself, only he said that he had had considerable trouble with it and that he would pay me extra for that work. I consider this extra work worth at least \$20.00.

Q.- 4. State whether or not you done some work for C. K. Brown or his wife on the Joslyn property, and if so, what it was, what it was worth, and how ^{it} were you paid.

Objection. The foregoing question or any answer thereto is objected to because irrelevant and immaterial to any issue involved in this case.

R. L. Pennington.

A.- I did help to lay the floor of the back porch and worked about one day. I do not remember what he paid me, but I was working at that time at \$1.50 per day. I do not remember how he paid me.

And further this witness sayeth not.

(signature waived)

Adjourned until Sept. 3rd, 1907, at the same place.

Met pursuant to adjournment.

J. C. Poteet, another witness of lawful age being duly sworn deposes and says:

Q. 1-. Please state your age, residence, and occupation?

A.- My age is forty-six years, live west of Jonesville four miles. Occupation farming and saw-milling.

Q.2-. Were you acquainted with C. K. Brown deceased in his life time?

A.- I was.

Q.3.- Did you furnish to Mr. Brown any lumber used by him in the erection of the new building or store house in the town of Jonesville, on the Crowell lot, and if so, when and how much?

A.- I did to the amount of \$110.52. I furnished it during the summer of 1906, and up to about September of that year.

Q. 4.- How did Mr. Brown settle with you for said lumber and pay you for the same?

A. He paid or turned over to me a note that he had purchased from W. M. Sloan, and which note at the time we settled amounted to about \$30.00, and he also paid or turned over to me on said lumber a note which I had executed to Brown & Orr May 25th, 1906, for \$15.00 due Sept. 1st, 1906, and he purchased ^{for} from me some cylinder rings worth \$5.00 and that amount also went in in payment on the lumber. These three items amount to about \$80.00, and the residue of the \$110.52 he paid me in money.

Q.-5. State if you know how Mr. Brown, or Brown & Orr became the owners of the Sloan note?

A.- Mr. Brown told me that he had sold Mr. Jas. Sloan a buggy and had taken the said note on me in part payment for the same, and the \$15.00 note above referred to was executed by me to Brown & Orr for some harness, and perhaps some other articles purchased by me from Brown and Orr, and the \$5.00 for cylinder rings was ordered for

me by Mr. Brown as above stated.

Q. 6-. Will you please file the two notes above referred to by you with your deposition as a part thereof and mark them for identification J. C. B. No. 1. and J.C.P. No. 2.

A.- I do file them marked as requested.

CROSS EXAMINATION.

XQ. 1.- Please state what time you took up the two notes from Mr. Brown?

A.- I took up the Slean note from the 1st to the 15th of Sept. 1903, and the \$15.00 note I lifted a little before it was due.

And further this witness sayeth not.

Witness one day \$0.50.

(signature waived)

B. F. Orr another witness of lawful age being duly sworn deposes and says:-

Q. 1.- Please state your age, residence, and occupation?

A.- Thirty-three, Knoxville, Tenn. Manufacturer.

Q. 2.- Where were you in the year ¹⁸⁹³~~1895~~?

A.- I was in Jonesville, Virginia.

Q. 3.- What did you do in the year ¹⁸⁹³~~1895~~?

A.- I was with Brown & Orr selling Machinery, Hardware &c.

Q. 4- How long did you stay with them?

A.- I stayed with them until Sept. ¹⁸⁹⁴~~1895~~. Then I was with them some during the summer of 1895 and 1896.

Q. 5.- Please state whether or not about the year 1894 or 1895 you and the said C. K. Brown formed a co-partnership for the purpose of selling machinery, hardware &c?

A.- In the year 1893 shortly after the partnership between my father J. W. Orr and the said C. K. Brown, myself and the said Brown formed a partnership and my father turned over to me his interest in the business, shortly after which, inquiries weremade as to our ability financially, and when the reports were made they showed that we had very small capital. We could not get credit and I had to

turn back to my father his interest in the business and let the partnership go on in the name of Brown & Orr, my father constituting the firm.

Q. 6.- During the time you were with the firm of Brown & Orr, please state if you know, the financial ability of the said C. K. Brown?

A.- He had nothing so far as I know, except his interest in the firm, and if he put anything into it, I do not know it.

Q. 7.- State if you know from what source he drew his support?

A.- As far as I know he drew it out of the firm.

Q. 8- State whether or not all the stock handled by said concern was purchased on a credit or taken on commission?

A.- Part of the stock was bought on credit and part on commission. None of it was ever bought for cash down.

Q. 9.- You may state if you know who gave the credit to said firm.

A.- I think it was my father as he was the only one of the firm that had anything.

Q.10- During the time you worked for the firm of Brown & Orr, who paid you for your services if anybody?

A.- No one. I received nothing.

Q. 11-. What kind of work did you do for said firm and to what extent?

A.- I sold machinery, traveled some for the concern, put up machinery, unloaded it from the cars &c.

Q.12- I see on the books of Brown & Orr where C. K. Brown has charged himself, under date of June 15th, 1903, with check paid B.F. Orr for carpet, please explain that transaction if you remember anything about it?

A.- The only thing I remember in regard to it is that C. K. Brown and wife had me to buy a carpet for them, which I did. I do not remember how it was paid for, whether they gave me a check afterwards or how.

Q.- 13.- Do you remember whether or not Geo. W. Orr worked any for said firm, if so, to what extent?

A.- After I quit staying there regularly and when I would be home from school, I noticed Geo. working some for the concern, but I do not know to what extent.

And further this witness sayeth not.

(Signature waived)

Adjourned until September 4, 1907, at the same place.

Met Pursuant to adjournment.

W. R. Snodgrass another witness of lawful age being duly sworn deposes and says:-

Q. 1.- Were you acquainted with C. K. Brown in his life time.

A.- I was.

Q. 2.- Please state whether or not you purchased from C. K. Brown, or Brown & Orr, any fertilizer in the years 1904, 1905, and if so, how you paid for the same.

A.- I did in the year 1903-4-5 and 1906. For one of these years, and I think either 1904 or 1905, I let Mr. Brown have some wheat for fertilizer. I think I let him have wheat to the amount of \$17.25. I delivered the wheat at Orr's Mill. He told me to tell the miller, or told the miller himself, to grind it and put it in pokes, and remarked that that would make flour enough to do him about a year and seemed to be well pleased with the wheat.

Objection. The foregoing questions and answers thereto are objected to because immaterial and irrelevant.

R. L. Pennington.

And further this deponent sayeth not.

(Signature waived)

W. S. Crowell another witness of lawful age being duly sworn deposes and says:-

Q. 1.- State whether or not about December 1906, you was indebted to Brown & Orr a small account of about \$3.75 for oil &c, and if so

how you paid that account, if the same was paid.

A.- Crowell and Denny did owe to the firm of Brown & Orr an account of \$3.75 for oil &c., and which account I settled by giving Sue V. Brown credit for that sum on material furnished and work done by Crowell & Denny for her on the new store house on Main Street, and the lot purchased from me. The settlement as to the account was made between C. K. Brown and myself.

And further this witness sayeth not.

(Signature waived)

W. E. Orr, another witness of lawful age being duly sworn deposes and says:-

Q.1.- State your residence, occupation, and relationship to Jas. W. Orr.

A.- Residence Jonesville, Virginia, occupation General Merchant, son of J. W. Orr.

Q.2.- Were you acquainted with the firm of Brown & Orr.

A.- I was.

Q.3.- Have you gone over the books of that concern?

A. I have part.

Q. 4.- What part of them have you gone over?

A.- I have gone over the account of C. K. Brown found on pages 29 and 30, book No.1.1. Pages 61, 62, 63, 64, 151, 152, 153, 154, 155, and 167 of Book No. 2. Pages 31, 32, 33, 34, 35, and 36 of Book No. 3, and the account of Jas. W. Orr Book No. 1, pages 31, 32, and 33, and pages 76, 77, 78, 79, and 80 and 81 of Book No. 2, and pages 78, 79, and 80 of Book No. 3, and said pages are here referred to as a part of my deposition.

Q. 5.- In whose handwriting are the pages to which you have referred.

A.- Said books are principally in the handwriting of C. K. Brown and in book No. 3 page 36 there are a number of items in my handwriting and are items which I found on the day book kept by Mr. Brown and posted as they appear on said page, and on page 79 and 80 of said book are some items in my handwriting which were likewise posted by me.

Q. 6.- In going over and examining these books, have you found any items credited to other people which were for C. K. Brown's benefit, and that are not charged to him, and if you have, please state what they are and the name of the person, and the amount thereof.

A.- I have found the following amounts to Crowell & Brown, \$18.50 to building of porch, \$2.00 for window screens, \$1.15 for steps, bearing date August, 28th, 1899, page 128, book No. 2. To Crowell and Catron \$26.35 work on lumber Jan. 9th, 1903, book, No. 2 page 160. To W. S. Crowell \$19.94 working lumber for kitchen March 24th, 1905, Book No. 3, page 64. To G. M. Blankenship \$15.99, Feb. 25th, 1904, book No. 3, page 19. To J. J. Blakemore \$15.50 for lumber, book No. 3. page 88. To J. L. Diffendaffer \$15.00 for lumber book 3, page 49.

Q. 7.- Have you found any check signed by Brown & Orr and in favor of C. K. Brown, or for his benefit that are not charged on the books to him? If you have please file the same as a part of your deposition marked W. E. O. No. 1 &c.

A.- I do file ^{me} a lot of checks, and I file them marked as requested from one to forty-three inclusive. I find another check dated June 15th, 1906, which is not charged on the books of said concern, but is credited on a note of Sue V. Brown against said firm which is marked forty-three.

Q. 8.- File any other checks which you find issued in favor of the said C. K. Brown and which are charged on his account.

A.- I file a number of checks such as is described in the question and which I file as a part of my deposition marked W. E. O. 44 to 73 inclusive.

Q. 9.- If you have found any small memoranda books kept by Mr. Brown against himself, and the items of which are not charged on his account, will you please file the same as part of your deposition marked W. E. O. Book No. 1 ~~&c?~~ to 11.

A.- I do find such books and I file the same marked W. E. O. Books 1 to 10. It will be noticed that some of these items appearing in these little books are charged on his account on the regular books

and others are not.

Q. 10.- I will ask you to state any other items that you have found that ought to be charged to C. K. Brown, or that he got the benefit of, and which are not charged to him on the regular books of the firm of Brown & Orr.

A.- There is an item of \$15.41, Jan. 19th, 1905, and one of \$14.39 of Jan 2nd, 1906 which was paid to C. K. Brown by ~~Brown & Orr~~ ^{J. W. & W. E. Orr}, and has ^{not} been charged ^{to him} on Brown & Orrs books.

Q. 11.- Mr. Orr state if you know any services which were rendered to said firm by Jas. W. Orr, or his son at his request.

A.- My brother Ben worked for the concern awhile. My father also attended to one or more law suits. Myself and Geo. W. Orr, who was a clerk in the store of J. W. & W. E. Orr, did a good deal for said firm, especially in the absence of C. K. Brown. We had to attend to the business waiting on customers and other matters connected with said business.

Q. 12.- State if you know what was the financial ability and standing of C. K. Brown?

A.- I never knew of him being worth anything to amount to much and would say that he was not worth more than three or four hundred dollars at the out-side. *on Commercial rating - I mean by this he could get this much credit.*

Q. 13.- State if you know who gave the firm its credit.

Objected to because immaterial and

R. L. Pennington.

A.- My father, Jas. W. Orr. I remember one instance at one time my father turned over ~~xxx~~ his interest in the business to my brother, Ben Orr, and very soon thereafter a question of credit ^{came} up and my father had to see Judge Morgan and get him to straighten out the matter of credit for said firm, and in order to do so, he had to take the business back.

CROSS EXAMINATION BY MR. PENNINGTON.

XQ.1-. The accounts which you refer to in your examination ~~and~~ ^{are} chief which have ~~not~~ been charged as you say upon the individual account of C. K. Brown with the firm of Brown & Orr, do you know or

(4)
can you state whether Mr. Brown has in some way settled with the firm of Brown & Orr for these items.

A.- I could not say whether he had, or had not settled for them. The only thing I can tell about it is what the books themselves show.

XQ.2.- I will ask you the same question in reference to the various checks which you file with your deposition, Can you say whether or not these amounts have, or have not been in some way settled with the firm of Brown & Orr.

A.: Part of the checks have been charged on ~~the~~ ^{his} individual accounts. Those that have ^{not} been charged I do not know whether they have been settled in some way or not. All I know is what his books and checks show.

XQ. 3.- I will ask you to state whether or not Mr. Brown kept a regular set of books. X

A.- He did not.

XQ.4.- I will ask you to state whether or not you and your brother George waited regularly upon the Brown & Orr customers in the absence of Mr. Brown, or was this only occasionally?

A.- We occasionally waited on his trade in his absence and unloaded wagons for him at night when he was not there.

XQ.5.- I will ask you to state what portion of the business you transacted for Mr. Brown as a whole?

A.- I can't arrive at any definite amount, but making a guess at it, I will say that it will be about ten per cent. *for myself*

XQ.6.- Through how many years has it been that you have rendered assistance to the firm of Brown & Orr?

A.- Since March 1898.

And further this witness sayeth not.

(Signature waived)

Adjourned until Sept. 5, 1907, at the same place.

Met pursuant to Adjournment.

Frederick Kempton Hyatt, another witness of lawful age being duly sworn deposes and says:

Q.1.- State your age, residence, and occupation.

A.- Age 25, residence Jonesville, Va. Insurance Agent.

Q.2.- Were you acquainted with C. K. Brown in his life time?

A.- I was.

Q.3.- I now show you check purporting to have been issued by Brown & Orr on November the 5th, 1902 for \$14.92, premium on policy 1,187,833 and made payable to C. K. Brown, I will ask you to state anything you may know about this check.

A.- I do not know anything about it.

Q.4.- State if you know whether or not C. K. Brown had a policy on his life at the time he died.

A.- Yes sir, he did. It was payable to Susan V. Brown, his wife for \$1500.00. I do not know the number of the policy. It was in the Mutual Life Insurance Company of New York.

Q.5.- Who issued that policy to him or procured it for him?

A.- The company issued it. I sent in his application as agent for the Company.

Q.6.p If any of the premiums on said policy were paid to you, state how much and how paid?

A.- The first premium on the policy was about \$119.00 and some cents was paid to me. One-half of this sum was paid in a buggy from the store of Brown & Orr, and for the other half Mr. Brown executed me his note, which was afterwards paid by him at the Pennington Gap Bank, but I do not know how paid. I see by reference to a letter of the Pennington Gap Bank that the note was for \$59.76 and dated December 26, 1905, and at the time of the buggy transaction, he paid me \$1.80 in the price of said buggy on his fire insurance.

CROSS EXAMINATION BY Mr. PENNINGTON.

XQ.1- Do you know whether or not C. K. Brown returned to the firm of Brown & Orr, cash or other settlement for the buggy which you say you took in on the price of the policy?

A.- No Sir.

And further this deponent sayeth not.

(signature waived)

September 6, 1907.

W. E. Orr being re-introduced by plaintiff deposes and says:

Q.1- Do you find two bills of the Norton Hardware Company for nails dated 8-10 and 8-13, 1906 respectively and for \$2.20 and \$3.75 among the papers of Brown & Orr, if so, please file them with your deposition as part thereof, and state if you know for what purpose Mr. Brown purchased these nails?

A. I did find those bills and file them marked bill No. 1 and bill No. 2. They were purchased I think for the new building on the Crowell lot and he did use some of them for that purpose. When we took an invoice of the goods on hands of Brown & Orr after Mr. Browns death, there was about one keg and one-half keg of these nails left which passed into the hands of J. W. & W. E. Orr, which amounted to \$3.29.

Q.2- Did you find a bill among said papers against Brown & Orr in favor of W. N. Smith of Knoxville, Tenn, dated July 5th, 1905, and amounting to \$35.65? if so, if so please file the same as part of your deposition marked bill No. 3.

A.- I did find such bill and file the same as part of my deposition marked as requested.

Q.4- Did you also find a bill in favor of Belknap Hardware & Manufacturing Co, of Louisville, Ky., dated Aug. 25, 1906, for Roofing, and amounting to \$24.50? if so, please file the same with your deposition as part thereof marked bill No. 4.

A. I did find such bill and file the same marked as requested.

Q.5- Did you find two notes executed by J. L. Pennington, June 28th, 1894, and for \$30.00 each, one due August 28th, 1894, and the other Aug. 28th, 1894, on each of which notes is a credit for lumber furnished by J. D. Pennington, the first July 26th, 1895 and for \$27.26, the other August 16th, 1895 for \$21.57, if so, please file the same with your deposition as part thereof marked note No. 1 and note No. 2.

A. I did find two such notes and with the credits mentioned endorsed thereon, and which notes I file as part of my deposition marked as requested.

Q.3.- State if you know whether or not C. K. Brown purchased or obtained in some manner from J. L. Pennington and J. D. Pennington, or either of them, some lumber that went into the house built on the Joslyn lot, or was used by him for any other purpose, and tell what you may know about it?

A. I do know that C. K. Brown got some lumber from J. L. Pennington or J. D. Pennington, but as to whether any of it went into that house or not, I cannot state. I see however that J. D. Pennington is credited on his account with Brown & Orr on July 11, 1895 with \$30.20 for lumber, and July 26th, 1897, \$30.24 for lumber, and on J. L. Pennington's account he is credited July 26th, 1895, \$27.26 for lumber which is also credited on his note, also Aug. 16th, 1895, \$21.57 for lumber, and these amounts are credited on J. L. Pennington's notes which I have filed with my deposition.

CROSS EXAMINATION.

XQ.1. I will ask you to state whether or not you know anything more about the lumber transaction, other than that shown by the books themselves?

A. I do not know.

X.Q.2.- Referring to the bill of W. N. Smith, do you know who got the furniture that is mentioned in that bill?

A. I couldn't state positively that Mr. Brown got this bill of furniture ~~by~~ ^{for} himself, but I have heard him talk of buying furniture from there, more especially Sterchi Bros. I have heard Mr. Brown mention that he had bought some furniture in Knoxville, but whether this is the stuff, I do not know.

XQ.3.- If Mr. Brown or his wife got the furniture mentioned in the invoice of Smith, do you know whether or not it was settled with Brown & Orr or not?

A.- I do not know.

XQ.4.- Have you examined the account of J. C. Boatright to ascertain whether or not he used any nails gotten from Brown & Orr about the time he and Mr. Brown were building the two houses which

they built on Main Street, and on which you stated you supposed that he had used some of the nails spoken of in the invoice of the Norton Hardware Company referred to by you?above?

A.- I have not examined the account.

XQ.5.- I will now ask you to take Book No. 2 and look at page 76, and state whether or not there is charged upon that bill any items for nails and the amount thereof?

A. I have examined the account as requested and I find that on October 17th, 1906 a item of \$7.82 for nails.

XQ.6.- I will ask you if you find any items there of money paid J. C. Poteet for lumber for Mr. Boatright?

A.- I find on same page, Sept. 14th, 1906 paid J. C. Poteet \$6.65.

XQ.7.- I will ask you to make the account of J. C. Boatright in this book a part of your deposition,

A. I will.

RE-EXAMINED.

Q. 1.- Did you ever hear C. K. Brown say anything about purchasing furniture, carpets, or anything of this kind from Sterchi Bros., about the time that he completed the new house on the Joslyn lot, if so, what did he say?

A.- I did hear Mr. Brown on one or two occasions remark about having purchased some furniture, and I saw some of the furniture as it was being hauled through Jonesville, and he mentioned purchasing some of this from Sterchi Bros.

Q.2.- Do you know whether or not the nails charged to J. C. Boatright on page 76 referred to by you was any part of the nails contained in the two bills of the Norton Hardware Company, which you have filed with your deposition.

A. I do not know positively, but I think part of them did, probably all of them. Mr. Boatright purchased some nails from J.W. & W.E. Orr, and perhaps he and C. K. Brown jointly purchased some nails from us, but as to how they arranged it between themselves in regard to the nails, I do not know.

Q.3.- I now show you a paper dated Pennington Gap Va. Feby 20, 1897,
Please state where you first found this paper, and file the same with
your deposition marked J.D.P. Also another small paper, dated _____
Month, 23, 95.

Ans. I found them in the papers and books of Brown and Orr, and I file
them as requested marked J.D.P.

Ques. I now hand you a paper purporting to be an account with James
Shelton, beginning with Oct, 1895, where did you find this paper?

And I found it with the books and papers of Brown and Orr.

I file the paper with my deposition marked "James Shelton".

And further this witness ~~xxxxx~~ saith not.

W E Orr

Elkanah Stewart, another witness of lawful age being duly sworn deposes and says:

Q. 1.- State your age, ~~xxxxxxx~~, and occupation.

A.- Age 66, occupation, a carpenter.

Q.2- Please state whether or not you did any work on the house recently sold by C. K. Brown & wife to Mrs. Spencer?

A.- I helped build said house. A. J. Brown was the contractor and I worked under him.

Q.3- How was you paid for your work?

A.- I was paid part money and part in the store.

Q.4- Were you paid anything from the store of Brown & Orr?

A. Not that I know of. However, at one time I purchased a set of wagon skeins or thimbles at said store. I do not know what they cost, and I do not know how I paid for them.

Q.5- During the time you were building said house, state whether or not C. K. Brown told you anything about how or where he got the lumber that built said house.

A. Mr. Brown told me that he got part of said lumber from J..D. Pennington and J. L. Pennington.

Please state whether Mr. Brown and his wife, or both of them together told you whose money was building the house?

Objection. The foregoing question or any answer there - to is objected to because self-serving.

C. T. Duncan.

A. Mr.. Brown and Mrs. Brown both told me that it was Mrs. Browns money that was paying for the house.

Q. 2.- Did Tom tell you himself that it was Sue's property?

Objection. The foregoing question and any answer thereto is objected to because because immaterial and self-serving.

A. Mr. Brown did tell me that the property was Mrs. Browns and her money was paying for it.

Q. 3- Was it not a fact that this house was built out of very cheap sorry lumber, and taken altogether was a very cheap house?

A. I always counted it a cheap house.

Cross Examination.

XQ.1- Did Mr. Brown tell you he was getting his carpenter work done cheap?

A. Yes sir, he did.

XQ.2-. Did he tell you at what price his contractor was doing the work?

A. He did not. His brother Jack was building it and my understanding was that he was building it by the day.

XQ.3- Did he tell you anything about being enable to build it cheap, from the fact that he was getting his lumber from Pennington's on debts?

A. No, he did not.

XQ. 4.- He did not tell you then how he was getting his lumber?

A.- He did not.

XQ. 5.- He did not tell you whether he was getting that cheap or not?

A.- No sir.

XQ.5- Did he tell you that Mrs. Brown had paid for the lot?

A.- No sir.

XQ. 6.- Did he tell you that she had paid for the lumber?

A. No sir.

XQ.7.- The only thing then that he told you was that she or her money was paying for the work that was done?

A. Yes sir. He was building the house out of her money was the language he used.

XQ. 8. How much did you work on that house?

A. I cannot state that.

XQ. 9- Do you remember how many days work you did on it?

A. I could not state how many days I put in on it.

XQ.10.- Arn't you mistaken in him paying you \$0.75 a day? Did not he pay you \$1.00?

A. I was not working for Tom Brown. I was working for Jack Brown.

XQ. 11.- Did you do any work for Tom Brown by the day?

A. Yes sir.

XQ. 12.- When?

A. I built the kitchen and I built the smoke-house. The kitchen I built three or four years ago. I do not remember when I built the smoke-house. It might have been several years ago.

XQ. 13.- How long was it after you built the dwelling house until you built the smoke-house?

A. It might have been a year.

XQ. 14.- How many days.

A. I cannot state.

Q. 15.- You stated awhile ago that you received some pay in the store. In what store were you paid?

A. In Couks & Orrs.

XQ. 16.- How much money did you receive for your work.

A. I do not know.

And further this witness sayeth not.

(Signature waived)

William Talley, another witness of lawful age being duly sworn deposes and says:

Ques.1. State whether or noy you did some painting on the new Store house erected by C.K. or Susan V.Brown on the Crowell lot, and if so what amount were you paid for the same and how paid:

Ans.I did the outside painting and the inside painting, one coat. The work amounted to 15 dollars I think it was and I got a shot gun from C.K.Brown, at 14,00, which was a new gun, and came from the Brown and Orr store. This was all I got for the work.

Did you and your father Gus Talley do any painting for C.K.Brown and his wife on the house built on th Joslyn lot, if so when, the amount of work done and how you were paid?

Ans. We did some work. I do not remember what the work amounted to. We got some wagon wheels at \$13.00 of Brown and Orr which when on the work .

And furthur this witness sith not.

William Talley

Adjourned until Sept. 13, 1907.

Met Pursuant to adjournment.

Jas. W. Orr, another witness of lawful age being duly sworn deposes and says:

Q.1- State your residence and occupation.

Ans. Jonesville, Va. Practice law, farm some, and other things.

Q.2- What connection did you have, if any, with the late firm of Brown and Orr?

Ans. I was a partner, the firm consisting of C. K. Brown and myself.

Q.3- State if you made any advances to said firm, and if so, what they were?

Objection. The foregoing question or any answer thereto is objected to, because the books of the said firm are the best evidence of the transaction referred to, and the testimony as a whole of the witness is objected to, because he is incompetent to testify by reason of the death of the other partner to the business.

Robt. L. Pennington,

Ans. I did, different items of cash, lumber to build ware-house &c all of which are shown on page 31 of book No. 1 in my account, and which items are summed up and shown on that page, and the amount advanced by me ascertained to be \$372.92, for which amount C. K. Brown executed the note of the firm to me for that sum, and which note is exhibited with the bill.

Q.4. I now hand you what purports to be a check dated April 6, 1893 to Brown & Orr by J. W. Orr for the sum of \$294.55 and will ask you what this is, whether or not it is an advancement?

Ans. The check shown me is for the amount of said check as one of the items advanced by me to the said firm as capital, and is shown on said page of my accounts.

Q.5. Were each one of the items shown on page 31 of said book advanced to the capital of said firm?

Ans. They were, subject to a credit or reduction for the amount of some items that I received from this said firm, and which are charged to me on said page in my accounts.

Q.6- Did C. K. Brown, the other partner, ever make any advancement of money to the capital stock of said partnership?

Ans. He did not.

Q.-7. Please file said check with your deposition marked J. W.O. No.1.

Ans. I file the same marked as requested.

Q.8.- Please state what connection you had, if any, as attorneys in collecting the money due the Dorton heirs from the estate of Jas. M. Moneyhon?

Ans. I was employed by Sue. V. Brown, and the other four Dorton heirs to represent them in creditors suit brought in the Circuit Court of Scott County, Va. for the settlement of the estate of Jas. M. Moneyhon, Sr. deceased, and did represent them in that suit.

Q,9- How much money, if any, did you collect for Mrs. Sue Brown in that suit?

Ans. I collected for her \$160.00, and a like amount for the other heirs. I retained out of my collection ten per cent for collection, and paid to her, and each of the others \$144.00 each.

Q.10- I show you a check for \$49.50, purporting to have been executed by you to Sue V. Brown. Please state what this check is for, and whether or not you had paid her any other sum, and file the same with your deposition marked J. W. O. No. 2?

Ans. My check shown me in favor of S. V. Brown, and dated Dec. 7, 1897, for \$49.50, is the balance of the amount collected by me as attorney for her from W. C. R. Strong, administrator of the estate of Jas. M. Moneyhon Sr, deceased, in Scot County. I had paid her before this the balance of the \$144.00 that was due her, but I do not remember now exactly how I paid it. I file said check marked as requested.

Q.11- About what time did you collect this money from the Moneyhon estate?

Ans. I think it was about April, 1896, 1897, and 1898.

Q.12- Have you any other check by which you paid the Dorton heirs their pro rata share of the estate?

Ans. I have some other checks. One to M. A. J. Dorton, dated Dec. 15th, 1897 for \$144.00, marked J. W. O. No. 3. Two checks to

John W. Dorton, dated Jan. 1st, 1898, and for \$10.00 and \$134.00 respectively, which I file marked J. W. O. No. 4 and J. W. O. No. 5. I also collected Josie's and Spart's part and paid the same to them, but I had Josie's in my hands quite awhile, being her guardian.

Q,13. State who was the active manafar in the conduct of the business of Brown & Orr, and gave to it the most attention?

Ans. C. K. Brown done the clerking and the active looking after the business, though, I myself gave the busines more or less attention, doing what I could for the promotion of the trade, was often called on by Mr. Brown for legal advice when he would be getting up contracts with persons from whom we purchased, and also gave legal advice and conducted more or less litigation before Justice of the Peace and in court, for which legal advice I do not remember to have received a fee, except in one case, and that was a chancery suit of Brown & Orr against S. M. Owens and others, and my partner G. W. Blankenship as commissioner, sold some lands and in collecting the money, ^{he} ~~I~~ retained for us a fee in that case. I do not remember the number of litigations. I also procured the service of my sons, B. F. Orr, Gep. W. Orr, and W. E. Orr to some extent for the benefit of the fimm, they having rendered their services without charging to me or the firm, and for me.

Q. 14. Who furnished the credit to said partnership?

Ans. I did.

Q.15- Is there any circumstances connected with that business that will enable you to state positively that you are the member of the firm to whom credit was given. Please state it.

Ans. It was my understanding generally that my financial condition, and Mr. Brown not being worth anything, gave credit to the firm, and one instance I remember distinctly which was this. At one time I undertook to turn over my part of the business to my son, B. F. Orr, and let him and Mr. Brown conduct the business and receive the profits. Some inquiries were made in regard to the financial ability or standing of the new members of the firm, and that inquiry resulted in them not being able to obtain credit, and I ascertained

the condition of the matter ~~to~~^{through} Judge Morgan ~~concluded~~⁺ to remain a member of the firm and go on with the business, and done so.

Q.16- Did Mr. Brown at any time during the years that said business was being conducted, make statements to you of its conditions, successes &c? If so, please state what they were, and if they were in writing, file the writing with your deposition marked J. W. O. No. 6?

Ans. He frequently made verbal statements to me that we were doing a good business, and I more than once called on him for a statement in writing of the *condition* of the business, and he gave me some statements in writing, all of which I considered as showing that the business was prosperous. Two of those statements in writing are exhibited with the bill, and these two are the only two that I have been able to lay my hands on.

Q.17- Were you acquainted with the price at which goods were billed to your firm and the price at which you sold your said goods, machinery, implements &c?

Ans. I was to some extent, though I did not give close attention to those matters, except some of the ~~best~~^{leading} articles.

Q. 18- I will now ask you to state whether or not said firm sold the goods, wares, implements, &c at a fair profit, and if you know, the percentage of the profit over and above the cost or billed price, I will get you to state it?

Ans. I thought the sale was at a ~~reasonable~~^{good} profit, but I cannot state the percentage of profit as I made no calculation of that kind, except on one occasion for one year. In the year 1894 which was the year in which we bought at one time a car load of wagons, we calculated and ascertained what the profits of business amounted to for that year, and we ascertained that the profits amounted to \$1000.00. This is the only year that I undertook to ascertain what the profits amounted to. I frequently asked him what mowing machines were costing, and what he was selling them at, but I do not remember now, either the purchasing price, or the selling price, but I know that it was a profit entirely satisfactory, and the same in

regard to wagons.

Q.19. Did Mr. Brown have any other business or any other means from which to derive a support and maintenance for himself and family, or to build the house built by him on the lot purchased from H. C. Joslyn?

Ans. I do not think he had any other means or income than what he derived from the business of Brown & Orr. He had no capital when we commenced business that I ever heard of, and he had no other occupation after we began business. Mrs. Sue V. Brown did have the money that I collected from her grand-father's estate, and a small amount as I understand it, that she received from M. C. Moneyhon, her guardian, and which she claims went into the building of the house. But my understanding was that her money, or a considerable portion of it was used in furnishing the house.

Q. 20. State whether or not C. K. Brown devoted his entire time and attention to said business, and whether or not he was active in prosecuting it?

Ans. He had no other occupation. He had a good deal of sickness, complaining himself often of rheumatism, and I often thought that he was dilatory and did not give to the business as close attention as he should have done. Customers sometimes complained to me about him disappointing them about ordering repairs and such things as they had spoken to him for, and I, on several occasions did call his attention to it and tried to spur him up and make him more prompt in looking after the business.

Q. 21. State about what proportionate part of the year would be embraced by the business done by that firm?

Ans. The business part of the year was principally in the spring or early summer. Some business was done in the fall, such as selling fertilizer &c.

Q.22- State whether or not Mr. Brown was frugal and economical in the management of his family affairs and expenses?

Ans. I had the pleasure of eating dinner with Mr. Brown a few times at his request, and I considered his wife one of the best cooks

I ever saw, and I hardly think that anybody in town set a better table than she did. As to his other expenses, I cannot state so fully, but I did not consider that he was very economical or saving in his other expenses. I remember hearing Mrs. Brown call on Tom for money very frequently at the office and other places, and I have heard him rather complain and accuse her of being after him for money continually.

Qns23. While you deny that the question of salary of C. K. Brown is a material inquiry in this case, but ~~not~~ⁱⁿ rebutal of the testimony offered on the other side, I will ask you this question, state as nearly as you can what would be the reasonable monthly value of the servizes of C. K. Brown to that partnership, in the event he had been hired to attend to its business and had attended to it just as you know he did, and in this connection you may state whether the services you rendered and had rendered to said concern, including the credit which you gave to it, were eqaul in value to the services rendered by said Brown?

Ans. I think that the sum of \$50.00 per month would have been reasonable compensation for his services for the time actually engaged or not exceeding \$30.00 a month for the entire year, and I am of the opinion that my services, legal and otherwise, and that of my boys, and the credit that I gave to the concern, was at least equal in value to the services rendered by C. K. Brown.

Q.24. Are you acquainted with the house and other improvements erected on the Joslyn lot, and if you state that you are, please state what, in your opinion, at the time these improvements were placed there, would have been the reasonable cost of them?

Ans. I am acquainted to some extent with the house and other improvements, and I am of the opinion that the same could not have been put there for less than about \$1200.00.

Cross Examination.

XQ. 1- What disposition did you make of the goods on the hands of Brown & Orr after ~~Mr~~^{Mr} Brown's death when you took charge of the business as survivor?

Ans. I had a careful invoice taken of the goods &c on hands by

son W. E. Orr, and directed him to have C. P. Brown go through the stock with him, and they each took down the invoice, and I then sold the amount of stuff on hands to the firm of J. W. & W. E. Orr by your consent and approval as admr. of C. K. Brown deceased, and ^aconsiderable portion of the stuff at a high price, and in fact is more in my opinion than ^{it} could have been sold to ^{for} anybody else.

XQ. 2. I will ask you to whom you sold the goods and what price did you receive also?

Ans. To the firm of J. W. & W. E. Orr, which is composed of W. E. Orr & Geo. W. Orr and myself, and the price obtained is shown by the invoice marked exhibit "D" with bill, and amount to the sum of \$934. 32.

XQ.3- Have you any personal knowledge of the costs actually paid by Mr. Brown for the improvements put upon the Spencer lot?

Ans. I have no knowledge or information, except from my acquaintance with the property, and an ^{estimate} ~~instrument~~ put upon the same by myself, and I have no personal knowledge of the amounts paid out or expended by him that I now remember.

XQ. 4.- Did you have access to the books of Brown & Orr?

Ans. I did.

XQ. 5- Excepting the first year of the conduct of said firm business of Brown & Orr, when Mr. Ben Orr stayed with the firm, was there any regular representative of yourself engaged with Mr. Brown in conducting said business?

Ans. After Ben Orr's services I think Geo. W. Orr rendered considerable services and canvassed some with C. K. Brown for the firm, and after the spring of the year 1898, when W. E. & Geo. W. Orr commenced merchandising on the hill near the business of Brown & Orr, the both rendered considerable services in waiting on customers &c, but I cannot say that I had any one that rendered continual or regular service for the firm of Brown & Orr after Ben Orr's time, unless I did myself, to the extent that I rendered services.

And further this witness sayeth not.

James W. Orr

Virginia, Lee County, to-wit:

I, Geo.P.Cridlin, a Commissioner in Chancery for the Circuit Court of Lee County, Virginia, do certify that the foregoing depositions of H.C.Joslyn, John P. Wynn, J.C.Poteet, B.F.Orr, W.R. Snodgrass, W.S.Crowell, W.E.Orr, F.K.Hyatt, Elkanah Stewart, William Talley and James W. Orr, were taken and sworn to before me at the times, place and for the purpose in the caption mentioned.

Given under my hand this the 14th day of September, 1907.

Geo. P. Cridlin
Commissioner in Chancery.

Wm. on Court

4. 1/2 P.L.T.
3 x 2 1/2

Ph. Mumford

Filed Sept. 17, 1907

H.C. T. Ewing, Clerk

Court fee \$9.75

The deposition of J.C.Catron and others taken before me, J.O.Woodward, Special Commissioner in the Chancery cause of J.W.Orr, Survivor, Vs. R.L.Pennington, Admr. et al, at the office of J.W.Orr, in the town of Jonesville, Lee County, Virginia, on the 11th day of November, 1907, and which depositions are intended to be read in behalf of the plaintiff in said cause in the matter of account therein now depending before me as such Special Commissioner.

Present: J.W.Orr and Geo.P.Cridlin for plaintiff, and

R.L.Pennington attorney for defendants, and

M.G.Ely, guardian ad litem for the infants defendants.

J.C.Catron, a witness of lawful age being duly sworn deposes as follows:

Q.1/-- Please state your place of residence and your occupation.

A.-- I live at Jonesville, Va., and my occupation is carpenter, builder and contractor, and have been engaged in such work for 25 years, and have lived in Jonesville about 7 years.

Q.2/-- Have you recently made an estimate of the probable cost of the dwelling house, and other improvements built and placed on the lot in Jonesville, va/ recently conveyed by C.K.Brown and wife to Mrs/ Amanda Spencer?

A.-- I have, within the last few days.

Obj.-- The foregoing question and answer are objected to because irrelevant.

R/L.Pennington, Atty.

Q.-- Is your estimate in writing, and if so will you please file the same with this your deposition marked J.C.Catron Estimate, as part thereof.

A.-- Said estimate is in writing and I herewith file the same with my deposition as part thereof marked as requested.

Q.-- In making your said estimate did you fix your cost prices with referene to the probable cost of material about the year 1895, or how was that?

A.-- Yes I fixed as nearly as I can remember at the prices prevailing at that time at the place where I was at in Grayson Co. Va.

Q.-- State whether or not your estimate and prices were at what you considered probably reasonable prices at this place for that

date?

A.-- I suppose there is very little difference between prices at this place and at the place where I was at that time.

Cross Examination.

X.Q.-- Do you know anything about the character of the framing and other lumber that went into this house.

A.-- I do not only what I looked at seemed to be No. 1 Common grade, except the finishing, some of which was of a better grade.

And further this deponent saith not.

J. C. Catron

Attendance 1. da -
5-0 Cents

Elkanah Flanary, another witness of lawful age being duly sworn deposes as follows:

Q.1.-- Please state your age and residence.

A.-- I am 63 years old and reside in Jonesville, Va, and have for 6 y

Q.2.-- State whether or not you assisted in negotiating a trade between Mrs. Amanda Spencer and C.K. Brown and wife, in which Mrs. Spencer purchased the house and lot where she now resides?

A.-- I did, at the request and as a friend of both parties.

Q.3.-- Please state at what price the purchase was made?

A.-- \$2,000.00

Q.4.-- Do you remember how much was paid down, and if so how much was it and how was it paid?

A.-- I have most forgotten, but my best recollection is that it was from \$1200.00 to \$1400.00 was paid down, I believe \$1400.00. I saw the money paid and assisted in counting it; they were to have time on the balance, but I do not remember of seeing the notes executed.

Q.5.-- To whom was the cash payment made?

A.-- To C.K. Brown.

Q.6.-- State whether or not C.K. Brown paid to you any money out of the cash payment, and if so how much and what for .

A.-- I held a note for \$100.00 on him and his wife, and out of that cash payment he counted me out this \$100.00 together with a little interest that was due on the same.

Q.7.-- State whether or not C.K.Brown at any time boasted to you of having an amount of money and showed you money, and what he said about it?

Obj.-- The foregoing question is objected to because not relivant to any issue in the case.

R.L.Pennington.

A.-- A great many times I was in his office talking with him about our business matters and he would tell me about how much business he was doing and how many notes he had got and cashed at the bank. At different times he would in a jockular way show me a roll of money that he had taken in. He said that he was doing a good business, and a time or two wanted me to go into the business with him.

Cross Examination.

X.Q.-- What was the \$100.00 note for.

A.-- For money I loaned to him. I don't know what he wanted with the money.

And further this deponent saith not.

E. Flannery

(1)

An estimate made by J. C. Catron, November, 10th, 1907
of the costs of dwelling house and other improvements built and placed
in the lot conveyed by H. C. Joslyn and wife to Sue V. Brown in
Jonesville, Virginia.

2280 feet flooring at \$10.00 per M/ for lumber.

For Drying.....\$3.00

" dressing 4.00

" Hauling..... 50

" nailing down. 8.00

Amounting to 25.50 per M. \$58.14

407 yards plastering at 25cts. per yd. 101.85

3080 ft. ceiling, lumber at . \$10.00 per M.

For Drying..... 2.00

" dressing..... 3.50

" nailing down... 7.50

Amounting to 23.00 per M. 70.84

600 ft. finishing lumber 9.60

250 ft. mould 5.00

250 ft. " 2.50

Nailing up 22.30

13 windows, \$2.00 lock frame, windows \$1.75. 48.75

2 Windows, kitchen at \$3.75 7.50

weights, cords/ pulleys and hangings.

10 doors, shutters at \$1.75--- \$17.50

10 " frames at 1.60 16.00

Hanging same 5.00

10 locks at 60 cts. hinges 12 cts. 7.20 45.70

1 stair way, work erecting, \$20.00

steps, risers and carriage 3.20

20 feet rail balustrades

and newels 9.00

102 rolls paper on plaster 32.20

55 " " " ceiling 20.40

177 yds canvass on ceiling 11.00

400 lineal ft base complete 10.62

10,000 shingles at \$2.50 perM. nailing on \$1.66 9.50

1700 ft. sheathing at \$10.00 nailing up at \$7.50 41.60

400 " " " 17 00 sq ft of square V iron 29.75

4000 ft. weatherboarding at \$16.00 dressing \$3.50 18.00

nailing up at 7.50, \$21.00 perM. 84.00

32 ft valley tin 2.00

3500 brick \$11.00per M.

putting up ~~same~~ same 4.00 " "

lime and sand 75. " " 55.12

3 common grates set at \$4.50 13.50

1 grate with tiling & cabinet mantle 25.00

setting grate 4.00

7018 ft. framing at \$10.00 per M.

Putting up same 7.00

17.00 per M. 119.30

4 kegs nails at \$2.00 8.00

3 mantles 15.00

Paint and painting 85.00

~~Total cost of house~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX

22 pillows, 11.00

weights 9.50

two closets 10.00

Total cost of house.

986.77

Amount bid over.

\$ 986.77

Water Closet,.....	\$ 6.50
Smoke house 12x14 ft.	
700 ft W/ boarding.	14.70
210 ft. flooring	5.25
1 door frame and shutter	3.25
675 ft. framing and sheathing	11.47
650 500 boards 5x2 1/2 and putting on.	5.25
Basement wall 13.48 yrd. masonry at \$5.00 per yd.	67.40
23 yrd. excavating 25 cts. per yrd.	5.75
Coal house 13x15x10ft.	
700 boxing and framing at \$17.00	11.90
350 boards \$1.75 work \$1.50	3.25
Barn 14x27x12 ft.	
2000 ft boxing lumber \$10.00 work \$7.00	34.00
727 framing "	12.75
1250 Boards.	11.00
Fencing.	
600 ft. picket fence	35.00
425 " plank fence.	23.54
175 " chicken wire fence	10.64
425 plank and wire combined 1/2	9.00
(Posts 15cts. each	
10 to 15 cts per panel to erect/	
lumber \$10.00 per thousand feet.)	

\$ 1257.42

J. C. Catron's
Estimates.

Sold price of lot #

James W. Orr, Surv. -----Plaintiff
vs In Chancery.

R. L. Bennington Admr. et al _____ Defendant.

To the Honorable H. A. W. Skeen Judge of the Circuit Court of
Lee County Virginia:

Your undersigned was by a decree rendered by your Honor in the
above styled cause on the 23rd, day of September, 1907, appointed
a Special Commissioner for the purpose and directed to perform the
following duties and report his action thereon to Court, to-wit:

1st. What funds, if any, C. K. Brown took from the firm assets
of Brown and Orr and used in payment for the purchase price of the
Joslyn lot or any improvements thereon and the dates of which such
amounts were taken and the purpose for which used. He will also
ascertain whether or not such amounts were charged to the said C. K.
Brown on his account with the firm.

2nd. He will also ascertain whether or not the said C. K.
Brown was solvent or insolvent at the time of the use of any such
money mentioned aforesaid, and will also ascertain the financial
condition of the said firm of Brown and Orr at the time of the
use of any such funds as are mentioned in Paragraph I. above.
He will also ascertain how much, if any thing, J. W. Orr owed the
firm at the time said Brown may have used any such funds, and
compare the account of the two.

3rd. He will ascertain how much was obtained for the sale of
the property known as the Joslyn lot and what disposition has been
made of said money.

4th. He will ascertain how much, if any, of said funds derived
from the price of said Joslyn property was invested in the house
and lot known as the Crowell lot.

5th. He will settle the account of J. W. Orr, surviving partner,
and ascertain the amount of assets and liabilities of said firm
and the amount which has been collected and disbursed by the said
James W. Orr, as survivor.

6th. He will take state and audit the administration account
of R. L. Pennington, administrator of C. K. Brown, and ascertain

✓

the amounts of assets and liabilities of said estate.

7th. He will ascertain what amount of money was used from the firm of Brown and Orr to pay for the improvements made upon the Crowell lot, the amounts and dates thereof. He will also report any other matter required by either party or deemed pertinent by himself.

The following is a copy of the contract under which the firm was established: "Exhibit A. with Bill".

This contract made and entered into on this the 1st. day of February 1893, by and between C. K. Brown and James W. Orr of Jonesville Virginia, witnesseth, that ~~the~~ said Brown and Orr have this day associated themselves together as partners, under the the firm name of Brown and Orr for the purpose of selling either as purchasers or agents, machinery, farming implements and hardware, for the period of three years, unless said partnership be sooner dissolved by mutual consent. The principal place for the conducting of said business to be at Jonesville, Va. and the said parties to contribute equally of the capital & labor necessary to carry on the business, and share equally in the profits or losses derived or sustained therefrom. Witness the following signatures and seals.

James W. Orr. seal

C. K. Brown. Seal.

On April 6, 1893, James W. Orr contributed \$294.55, to the firms capital. This was by check which on its face says for "Capital in business". "Exhibit J. W. O. NO. 1" This was the only capital and J. W. Orr gave the firm its credit.

By a settlement made March 23, 1894, the firm owed James W. Orr \$372.92, for which C. K. Brown executed in the firm name of Brown and Orr a note payable to said J. W. Orr. This note is still due and unpaid by the firm.

C. K. Brown never at any time so far as your commissioner can ascertain contributed any thing to the capital of the firm.

The evidence shows that prior to the establishment of the firm of Brown & Orr, C.K. Brown was without Capital for investment, and that since said firm was established he had no source of income other than that arising from the profits of the Brown and Orr business.

Susan V. Brown ^{wife of C. K. Brown} did receive from the estates of her father and grand-father combined the sum of \$312.86 as shown by following settlements made by her guardian: M.C. Moneyham, and J.W. Orr, Attorney.

May 23, 1895, by cash to Sue V. Brown -----#81.91.
 January, 18, 1896, by cash" " "-----56.50.
 November 2, 1896, by amount still due-----30.45.
 Total from Moneyhun astate-----\$168.86.

J. W. Orr collected out of the estate of her grandfather, W. C.
 R. Strong administrator -----\$94.50.
 December 7, 1897, Balance from W. C. R. Strong by check
 of J. W. Orr, Att'y -----49.50.
 Total ----\$144.00

From both estates a total of -----\$312.86.

May 29, 1895 Sue. V. Brown deposited in powells Valley Bank\$89.91.
 C. K. Brown checked this out to himself and to the firm of Couk and
 Orr. This was her only account prior to 1905-6.

Mrs. Brown, in her deposition says she does not know the amount
 paid her from the two estates, but that she turned the money over to
 her husband the said C. K. Brown, and that he invested it in the
 Joslyn lot improvements.

For convenience your commissioner will now take up each refere
 ence as set out above by number, viz:

(I) Your commissioner finds that C. K. Brown and wife

purchased a town lot of H. C. Joslyn for the sum of \$ 145.00.
 \$46.00 of this amount was paid down by cow, Mar. 28, 1895, \$18.00

By Disk harrow-----Charged-----" " 28.00. *Charged*

The \$100.00 still due was secured by two notes each for \$49.50,
 due in one and two years time and signed by C. K. Brown and wife.
 The first note was paid-

October 27., 1897, by drill, #25.00.
 Balance on H. C. Joslyn account with firm 12.00.
 balance cash in full October, 6, 1898, 12.50.
 \$49.50.

In August 1906 he paid H. C. Joslyn on note and charged to his
 account with the firm \$25.00 This may represent the amount of

1 This may represent the amount of the above named drill,
2 2nd. note was paid by balance on account and check for \$46.00
3 out of money secured from sale of this lot to Mrs. Spencer.
4 The deed for this lot was made to Sue. V..Brown on March 28, 1895.
5 Soon thereafter and this same year the said C. K. Brown proceeded
6 to erect a dwelling which according to the evidence and estimates
7 before your commissioner, "Catron Estimate," and making allowance
8 for the cheapness of lumber cost about \$800.00, a total of some
9 \$950.00 for both. To this a porch and other improvements were
10 added later also a kitchen at a cost of \$80.00 "W. E. O., Book,
11 no. II". Total cost of lot and house complete \$1100.00.
12 In making these improvements C. K. Brown gave J. D. & J. L. P

13 Pennington credits on notes due the firm of Brown and Orr without
14 a charge to himself as follows:

15	July, 11, 1895, lumber.	-----X-----	\$30.20.	Charged to C. K. B.
16	" 26, 1897,	" <i>not charged</i>	30.24.	<i>over p 35</i>
17	" " 1895,	" <i>(B2. p 61 charged)</i>	27.26.	<i>over p 35</i>
18	August, 16, 1895.	" <i>not charged</i>	21.57,	<i>over p 35</i>
			\$109.25.	

19 Your commissioner finds the following items used for the
20 benefit of said C. K. Brown and for the Joslyn lot improvements

21	which are not charged to him on his account with the firm.		
22	To Crowell and Brown, building porch,	-----	\$18.50.
23	" window screens,	-----	22.00
24	August 28, 1899, Steps Book 2 page 128	-----	1.15
25	Jan. 9, 1903, To Crowell & Catron, work on lumber	-----	26.35.
26	Mar, 24, 1905 " " " Working lumber for	-----	
27	Kitchen. Book, 3 page 64	-----	19.94.
28	Feb. 25, 1904, "G. M. Blankenship for lumber	-----	15.99.
29	Aug. 15, 1904, " J. L. Diffendoffer for "	-----	15.00.
			\$98.93.

30	Paid James Shelton, brick mason. "Exhibit, W. E. O. Book 9".		
31	Oct. 18, 1895, 3650 brick at \$6.50	-----	\$23.40
32	" " lime	-----	5.66
33	" " "Building chimneys	-----	12.25
			\$41.31

5

1	Jan. 29, 1896, Flue heatth and other work	41.31
2	" 12, 1898, Plastering, setting three grates &c.	21.69
		39.17
		\$102.17

B Summing up the above facts, and figures, you Commissioner

✓ finds there was used in constructing the house and prior to 1897,

5 \$238.99; on checks etc., prior to 1897, \$50.00, (Exhibit 1-43 from

6 W. E. O. No. 1); for later improvements on the house \$98.93, mak-

7 ing a total of \$407.42. This amount represents about all your Com-

8 missioner can find used by said Brown and not charged on his ac-

9 count with the firm. ^{prior to 1897} To the above should be added checks of 1.

10 a later date and not found charged to the amount of \$502.59 and

11 \$99.66 for buggys sold Hyatt Bros. on insurance policies, making in

12 all the sum of \$1009.61 used but not charged on account of said Brown.

See pages headed checks no. 1+2 -

(2) This reference as well as No. 1 has caused your Commis-
sioner much worry, work and trouble. No accurate set of books
were kept and the accounts were in such a state that it is impos-
sible to get therefrom any satisfactory conclusions, or that, as
your Commissioner believes, would assure accuracy and perhaps jus-
tice to all parties. The house in question was built in 1895-6.

* By comparing the accounts of C. K. Brown and J. W. Orr, on Jan.
1st, 1897, I find that said Brown owed the firm \$789.14
and said Orr \$574.33, showing said Brown's account to be the great-
er by \$214.81.

The financial condition of the firm at this time could not be
ascertained with accuracy, because the books do not show the a-
mount of assets or liabilities; the volume of business done annu-
ally nor the per cent of profits etc.

Your Commissioner finds that the bank account of Brown & Orr
for the year 1896 amounted to the sum of \$2136.48.

J. W. Orr states in his deposition that the firm profits for
the year 1894 amounted to \$1000.00.

Only two written statements of the firm's financial condition
were rendered by C. K. Brown during the existence of said firm.
He was the book-keeper and active partner in the business. The
first statement made February 11th, 1903, shows the goods on hand,
notes and accounts due amounted to \$1135.71; debts due by the firm
amounted to \$807.66, leaving a balance of \$328.05 in the firm's
favor. This does not include the individual accounts of J. W. Orr
and C. K. Brown.

By statement made Jan. 5th, 1904, the goods on hand, notes and accounts due amounted to \$1231.03; due by Orr on account \$1398.22; due by Brown on account \$2099.85, making a total of firm assets of \$4729.10. The firm indebtedness was \$761.68, leaving a balance in favor of the firm of \$3967.42.

According to the above the firm done an excellent and proffitable business considering the amount invested, and must have been in a healthy and solvent in 1895-6 and continued so until 1904.

At the time this house was constructed the firm had been in business ~~three or four years~~ ^{three or four years}, during which time the volume of business done in bank amounted to the sum of \$10045.54. Allowing ^{been} 25% for profit there would have ^{firm profits} been for equal division \$2511.38, or \$1255.69 to each partner. According to the showing made in ¹⁸⁹⁴ ~~1904~~ of a ^{profit} \$5000.00 to each partner together with that of the bank showing for the three years combined, C. K. Brown must also have been solvent, had there been a division of profits. No division of profits was ever made and no settlement since 1894.

1 (3) On Feb. 19th, 1906, the house and lot known as the Jos-
2 lyn lot was sold to Mrs. Allie Amanda Spencer for the sum of \$200000.
3 \$1400.00 of the purchase price was paid down. This amount, less
4 \$100.00 and its interest, paid E. Flanary for money borrowed, was
5 deposited in Powells Valley Bank to the credit of Sue V. Brown.

6 (4)-(7) Your Commissioner finds that on June 14th, 1906, C. K.
7 Brown and wife bought of one W. S. Crowell a lot on Main Street
8 adjoining the west side of the lot on which Couk Bros.' store is
9 situated, for the sum of \$175.00 and proceeded to erect thereon
10 a store building which was nearing completion at the time of C. K.
11 Brown's death. Sue V. Brown paid out for Crowell lot improvements
12 and out of the fund secured from the sale of the Joslyn lot, the
13 following:

June 14, 1906,	Check to W. S. Crowell for lot	\$175.00
Aug. 29, 1906,	" " " " " " work on house	50.00
" 11, "	" " J. C. Poteet " lumber	20.00
" 15, "	" " J. L. Diffendeffor for lumber	10.00
Oct. 20, 1906,	" " J. J. Blakemore for lumber	5.00
Sept. 8, "	" " James McCauley " "	14.00
" 25, "	" " W. S. Crowell " stone front	64.86
Oct. 3, "	" " Green Oxford " lumber	4.73
" 18, "	" " N. Wygal " "	18.75
Nov. 5, "	" " Brown & Orr for Poteet lumber	65.00
	Total	\$439.62

At this point Sue. V. Brown received on her husband's insurance policy \$1500.00 and deposited the same in Powell's Valley Bank.

This insurance fund and the Joslyn lot fund became without distinction a common fund out of which Sue. V. Brown paid out the following for continuing the improvements already begun on the Crowell lot.

Feb. 5, 1907,	Check to J. A. G. Hyatt for lumber	\$84.00
" 22, "	" " W. S. Crowell " work	201.50
	Cash " Poteet " lumber	28.35
	" " Albert Parsons " "	11.25
	" for small items	7.96
	Carried forwards	439.62
	Total	\$772.65

Paid out by Sue.V. Brown on the debts of C. K. Brown.

Feb. 19, 1907,	Check to Dr. W.L.Spencer	\$25.91
" 4, "	" " " Eweing	61.25
Jan. 5, "	" " " Samuels	115.00
" 11, "	" " L. E. Wilson ,Nurse	40.84
Feb. 12, "	" " Couk Bros. Store account	43.14
" 25, "	" " J. R. Gibson & Co. " "	7.94
" 12, "	" " H. C. Joslyn, account	10.25
" 22, "	" " O. C. Lee, Coffin	35.00
" "	" " J. W.&W. E. Orr, note & acc.	60.80
	Total	\$400.13

There was used from the firm of Brown and Orr, in the construction of the Crowell House; Nails to the value of \$8.95. A shotgun to Wm. Talley, for Painting, valued at \$14.00

Aug, 25, 1906, To Belknap Hardware Co. for roofing \$24.50

There was paid to J. J. Blakemore and accounted for before \$7.50 for lumber making a total expense to the firm of Brown and Orr of \$54.95 which should be a charge on Crowell house expenses.

(6) R. L. Pennington Admr. of C. K. Brown's estate informs your of commissioner that nothing has come into his hands and that no settlement will be necessary.

(5) James W. Orr, survivor of the firm of Brown and Orr up to November 1st. 1907 collected including the Inventory \$1467.41. and paid out \$2095.52. Statement "0".

The firm assets are-

Inventory of goods. "D"	\$934.33.
" " accounts "G"	504.32.
" " notes "E"	320.94
Billof roofing due by Sue. V. Brown	17.50
" paints " " " " "	8.75
Invested in A. S. Day lot	112.00
Due by Mrs. Brown for work done on Crowell house	
by John Wynn	18.50
Due by Mrs. Brown for nail on Crowell house account	4.00
" " " " " shotgun to Talley on painting	14.00
" " " " " lumber to J. J. Blakemore	7.50 should be 10.50
" " " " " nails	8.955
" " " " " for roofing to Belknap Hardware co.	24.50
G. K. Brown's account	2605.59
J. W. Orr's "	1661.01
Total	\$6241.39

These two items may be settled in doubt

\$4266.60

Liabilities.-

Inventory of debts "J"	\$3022.38
Interest on Orr note for 13 years.	<u>290.12</u>
Total liabilities	\$3312.50

Taking the difference between \$2605.59 and \$1661.01 there remains a

balance against C. K. Brown of \$844.58, add to this \$1009.67 which was used by said Brown and not charged on his account with the firm and there is due the firm a total of \$1854.25.

Assets remaining and carried forward	\$1974.79
Due by C. K. Brown after squaring account	<u>1854.25</u>
Total assets	\$3829.04

Total assets less the total liabilities leaves
as firm asset of \$506.54.

Dec. 6, 1907.

J. O. Woodward,
Special commissioner.

I hereby certify that I have been fully, diligently and honestly engaged in taking this account, 98 hours which at 75-cents per hour would be \$73.50

J. O. Woodward,

Checks 1.

Your commissioner finds quite a number of checks issued in the firm name of Brown and Orr, for the benefit of C. K. Brown and which he failed to charge on the books and against himself on his account with them firm.

Nov. 15, 1904,	To Heller Bros.	\$3.50
July 4, "	"C. K. Brown, Cash	1.00
" 28, "	"C. T. Roop	1.50
" " "	" Jas. B. Wygal, Work	4.00
" 6 1905,	" Alice Huff, dressmaker	6.50
Sept. 24, "	" Jas. Standefer for C. K. B.	2.00
" 20, "	"Mary Wooliver, Cook- for three weeks	4.50
June 3, "	" Jas. Wygal in full of C. K. B's. acc	3.62
Oct. 4, 1906,	"Mrs. Lou Martin	1.00
Sept. 30, "	" John Allen, load of wood	1.10
Feb. 5, 1901,	" A. M. Brown for note	35.00
July 14, 1893,	"C. K. Brown, cash	2.00
" 29, "	"Powels Valley Bank, Discount on note for	
	for C. K. B.	3.45
" 13, "	"C. V. Dennis & charge to acc. of C. K. B.	1.00
Dec. 25, 1893,	"C. K. B. & charge to his account	2.00
" " "	" " " " " "	2.00
" 1 1894,	"Powels Valley Bank for c. k. B.	13.00
July, 10, "	" C. K. B.	13.50
Nov. 14, "	" H. F. Coleman for C. K. B.	6.85
July, 8, "	" A. G. Hyatt and charge to C. K. B.	1.80
June 29, "	" C. A. Russell- in full of account	4.50
Mar. 3, "	" C. K. B.	1.00
Feb. 16, "	" " " " for self	1.00
Jan. 13, 1893,	" " " " " "	1.25
Oct. 22, 1896,	" Silas Garrett for coal	1.25
" 27, "	" " " " " "	1.25
Apr. 13, 1897,	" C. K. B. for self	2.00
" 21, "	"Powels Valley Bank for C. K. B.	1.50
Sept. 2, 1899,	" M. G. Fleenor for hay	6.24
July, 21, 1900,	"Elkanah Stewart for C. K. B.	4.00 (charged)
Sept. 4, 1904,	"C. K. B.	1.50
Aug. 8, "	" Wm. Wilder for corn	4.82
Jan. 30, "	" Ourselves	14.68
June 4, 1903,	" H. J. Morgan for borrowed money	
	(#4.29 for C. K. B.)	139.37
" 15, 1906,	" A. G. Hyatt for C. K. B.	60.00
Nov. 30, "	" Corporatin Tax	5.01
Dec. 21, 1904	C. C. Blankenship	10.00
July 23, 1903,	" C. W. Ely	10.00
Sept. 25, 1894,	" A. G. Hyatt for N. S. Cox note	10.80
Dec. 30, 1895,	" C. K. B. money	26.45
	The last was advanced to C. K. B.	
	to pay notes in bank And to be returned.	
July, 15, 1901,	"Sterchi Bros. furniture dealers	21.05
Oct, 16, 1903,	" " " On sight draft	21.10
" 20, 1904,	" " " "	24.17
July 5, 1905,	" W. N. Smith (Bill)	35.65
Paid to C. K. Brown by J. W. & W. E. Orr for, which no charge is found, Jan. 19, 1905		15.41
" 2, 1906,		14.39

\$ 556.59.

Checks - 2 -

About Nov. 5, 1905, C. C. Hyatt bought of C. K. Brown a buggy for \$75.00. \$40.16 of the purchase price of this buggy went as a credit on the first payment on a life policy in the Mutual Insurance Company of New York sold him by said Hyatt.

About Dec. 1895 C. K. Brown gave F. K. Hyatt credit on another buggy for the sum of \$59.50 this being one half the first premium on a life policy issued to said Brown by the Mutual Company through F. K. Hyatt their agent. The above amounts should be a charge against said Brown on his account with the firm. \$99.66

The following Checks were found charged on Brown's account.

Nov. 5, 1902, To C. K. B. Premium on policy	\$14.92
Aug. 15, 1903, " C. K. B.	3.00
Jan. 15, " B. F. Orr for carpet	14.75
Aug. 1, " " C. K. B.	5.00
Sept. 8, " " Hayner	3.20
Aug. 5 1902, " C. K. B.	2.50
Aug. 29, 1905, " C. C. Blankenship for C. K. B.	5.00
Apr. 24, " " A. M. Ely for tax	2.91
June, 10, " " M. B. Spencer for doctor bill	6.09
July, 27, 1893, " Minerva Miles	2.80
" 12, " " M. A. Lipps	.90
" 10, " " H. C. Joslyn	3.12
" 3, " " C. A. Russell	1.75
June, 28, " " Fleenor and Stewart for work	2.50
" 24, " " C. K. B.	2.25
" 29, " " " " "	10.00
Apr. 30, 1896, " A. G. Hyatt	1.80
May 1, " " Wm. Talley	1.25
Feb. 25, 1895, " Self	1.80
Sept. 28, " " Bill Richmond	1.00
Aug. 1, " " H. Jenkins	3.60
Oct. 16, 1896, " Wm. Hill	4.25
" " " " " Richmond	5.75
Apr. 30, " " Blankenship and Jamison	2.22
Jan. 4, 1897, " C. K. B. for self	2.25
Sept. 14, " " Josie Dorton	3.50
Jan. 26, " " Robt. Vanhuse	4.78
Aug. 25, 1899 " Wm. Talley for work	4.00
Aug. 29, " " C. K. B. for coal	5.00
Oct. 29, " " Sterchi Bros. In full of account	10.25
	\$129.84.

James H. Orr Surr.
vs { in chancery.
Robt L. Pennington Adm. State
Comm. Report

Filed Dec. 6, 1909.

H. C. P. Ewing.
Clk.

James W. Orr, Survivor, &c. - - - - - Plaintiff.

Vs. In Chancery.

R. L. Pennington, Admr. &c. et al - - - - - Defendants.

To the Honorable H.A.W.Skeen, Judge of the Circuit Court of
Lee County, Virginia:

Your undersigned, Special Commissioner, who was by a decree entered in the above styled cause, by your Honor, on the 17th, day of September, 1908, appointed for the purpose and directed to convey to James W. Orr, by deed with covenants with special warranty, the lot or parcel of land which was conveyed by A.S.Day and wife to C.K. and Susan V. Brown, begs leave to report that he has executed said deed pursuant to said decree, and he here files the same marked Deed for the inspection of the Court. Previous to the execution of said Deed the said James W. Orr paid off the balance of the purchase money going to the said Day on said lot, as required by the agreement filed in this cause, and receipts for the same were exhibited to your Commissioner showing said payment.

Respectfully Submitted.

Geor. Cridler Special Commissioner

Jas. W. Orr Sur. &c
vs. { In chg.

R. L. Remington adms. &c.

Report of Cridlin Spe.
Cour. of deed to J. W. Orr
for Day lot.

Filed Jan. 21, 1909.

H. C. D. Ewing, clerk

Jonesville, Va.,

Jan 5 - 1904

M

Brown & Orr

TO BROWN & ORR, Dr.,

— DEALERS IN —

AGRICULTURAL IMPLEMENTS, VEHICLES,

MACHINERY, PUMPS, ETC.

Amt. due by note		172 24
" due by account:		513 84
		<u>686 08</u>
Amt. of goods on hand		
2	Top Buggies, 55. + 65.	120
1	Open " "	40
1	Wagon "	60
3	Sets of sturner	25-
6	Cutting Boxes	18
3	Hand cultivators	12
1	2 horse " "	14
2	1 " " wheat one	28
6	W. S. Plows 1.50	9
2	1 horse turning P.	7
2	shot guns	13
1	Sewing mach.	10
3	meat chopfers	5-

1047 08

M

TO BROWN & ORR, Dr.,
 — DEALERS IN —
AGRICULTURAL IMPLEMENTS, VEHICLES,
MACHINERY, PUMPS, ETC.

Brought forward	1047 08
1 Iron Shovel	2 50
1 2 Horse Plow	7 00
1/2 Set Buggy wheels	6 00
1/2 Grindstone	5
8 Corn Planters	4
450 lbs Pine Iron	11 25
1 Cropper	6 00
Wagon material in wood.	25 00
3/4 Bbl Mach oil.	10 00
1 Pr scales	5 00
12 Wagon Skins.	6 00
1 200 Plow Point 25c	3 00
Bolt all signs	10 00
Mach repairs of all kinds	15 00
Stack & Wagon Springs	5 00
Engine repairs.	5 00

1172 83

M

To BROWN & ORR, Dr.,
 — DEALERS IN —
 AGRICULTURAL IMPLEMENTS, VEHICLES,
 MACHINERY, PUMPS, ETC.

And find.	1172 83
Corn. 22 bush 60c	1320
First class on mc. good	25 00
Second handed. good about	20 00
	<hr/>
	1231 03
	1398 22
	<hr/>
	2099 85
	<hr/>
	4729 10

Warr of
 J. H. Brown of

Jonesville, Va., Jun 5- 1904

M

Brown & Orr

What. we owe

To BROWN & ORR, Dr.,

— DEALERS IN —

AGRICULTURAL IMPLEMENTS, VEHICLES,

MACHINERY, PUMPS, ETC.

Oxford & Co	45.00
Mitchell Powers & Co	21.00
E M McColm & Co	41.61
Moll wagon Co. Recd July 1/04	1.01
E W Ross & Co. Recd July 1/04	122.07
Va. Carolina Chem. Co	288.-
P. & B. Bank	170.-
	<hr/> 761.68

Brown & Co.
Statement
July - 1904.

214.81

"Exhibit ~~to~~ C"-1."
with Bill

Inventory Drawn and Acc.

1907

500

Jan 10	4-1 Gal Paint-	1 st	500
	1-1 " "	"	250
#36✓	3-1/2 " "	17 th	253-
#49	2-1/2 " Bare Floor Paint-		270
	6 Cans Shellac		153
#353	1-1/4 Gal Paint-	13 th	34
#460	3 1/4 " "	13 th	102✓
#387	6 1/4 " "	"	202✓
	6-1/4 " Gloss White	"	202✓
	5 Furniture Polish		83
	3 Russian Blue	47	141
	20 Cans ass't Colors		180
	4 Stn Pipe Enamel		54
	1 chrome Green		13
	4 Screen Enamel Fls-		60
	3 Old Black Wagon Paint-		90
	3 Carr-Red Buggy "		81
	10 Cans Floorlac 1/2 fls-		150
	3 " " 1 1/2" Mahogany		81
	3 " " Good oak		81
	2 " " Oak		54
	2 " " Ground		54
	5 Cans Aluminum		75-
	1 " Enamel Dressing		78
	1 " 1/2 1/2" White-		09
Large Small	6 Set-Reliable Door Stingers	80	480
	3 " " " "		200
	2 Bottles Machine oil		06
	2 Sausage Mill Knives		128
	2-17" Pipe Wrenches	90	180
	23 Gauge Glases	6	138
	3 8" Monkey Wrenches	10	75-
	9 Gross screws	16	144
	3 universal Wrenches		106
	3 10" Pliers	37 th	82
	3 8" "	25 th	63
	5 Wagon Wrenches 7 th	57 th	38
	forward	484✓	

Amount forward		4847
11 Br Bridle Bits	7	77
2 Cold Shuts		05
10. 17" S Wrenches 15 ⁺	6	90
8 Grubbing Tools	25	200
2 Corn Knives	10 1/2	21
6 Fals Collers	1 ⁰⁰	50
2 Sprud Balls Brown Blow	10 1/2	21
7 Sythe Rocks	50	350
1 Wagon Comb		75
10 Door Locks		105
37 Wagon Balls	70	216
7 " Axes	70	40
5 Br 17" Shingles	27 ⁰⁰	117
7 " 6" "	74	43
17 " 5" "	56	79
5 " 4" "	43	18
5 Pad Locks	6 1/4	31
3 #20 Blow Chisels	16 2/3	50
4 Shovel Chisels	8 1/3	34
2 Steel Balls	5	10
10 Single Tree Clips		45
2 Stand Red Saws	1 ⁰⁰	200
2 Myers Stay Corriers	37 ⁵⁰	650
6 Horse Yokes		111
3 Stand Corn Planers	50	150
4 Single Trees	25	100
1 Breast-yoke		75
1 6 Drawer Sewing Machine		1900
2 -4 " " "	16 ⁵⁰	3300
1 Old " "		300
1 Corn Planer		50
1 #20 Oliver Blow		600
1 10 " "		488
2 20 " " Beams		200
6 Cant-Hook Stands	37 ⁵⁰	62
6 Garden Tools	25	150
forward	6	14639

Amount forward		14639
1 Gordon Rose		75-
12 5/8 Corn Sticks		280
8 Blow Stands	9	77
6 Rose do		38
10 Fork do		100
2 Stove do		17
1 mowing Smith		48
1 Post-Stall Digger		50
5 #10 Oliver Point	20	100
4 #10 " "	24	96
10 Fur-Rubber Stove		175-
1 1/2 dz Stone Strings	80	160 ②
6 cloth Leather Collar	50	300
2 calf Skin collar	175-	350
1 " "		100
6 Buggy do	75-	450
9 Saddle Girths		90
4 horse Straps	60	240
4 Leather Back Bands	650	217
6 " Belt do		275-
12 Br Collar Straps	40	480
4 Leather Stalls		533
12 " Stone Strings		98-
4 Fair. Riding Bridges	100	400
2 Belt do do		200
1 Bit + Reins		50
7 pr Bridle Reins	33 1/2	233
5 Hitch do	75-	175-
3 Side Straps	75-	75-
6 Br 16 ft - ca Lines		1175-
2 " 18 " " "	2650	447
6 Hitch Reins	75-	150
4 Blind Bridges	137 1/2	550
4 " "		700
2 pr Single Buggy Harness		1600
3 Br Breaching	375-	1125-
forward		75700

Amounts forward		757.00
7 Lv Brushing		850
3 Buggy Saddles	150	450
5 1/2 Gal - Horse Oil	95	522
1 Hay Fork		155
22 Brackets + Hooks	50.00	92
7 Briar Pipes	475	80
47# Gal Stitches	3/2	164
79# Bull Tongues	4 1/2	356
64# Wire Staples	240	154
1 Wood Pulley		28
18 1/2# Starrow Laths	234	500
81# 1/2" nails	20	178
69# 10" "	"	157
6 3/4" Cheek Bolts	28 1/2	231
3 - 1" " "	53 3/4	160
1 1/2" Angle "		33
3 3/4" " " "	42	126
1 1" " "		55
4 3/4" Globe "	42	168
4 Reducers	4	16
7 do -	6	42
3 Small Iron Pulleys		12
7# Stump Pulling	20	40
6 - 3x9 Wagon Axles	38	228
7 3x9 " " " "	50	350
1 3/4 x 10 " " "		50
1 14" S Wrench		09
1 8" Sizer		21
75 Wagon Staples	85	63
4 Buggy Clips	10	40
12 Shaft-Hook Couplers		120
1 Bolt Case		1100
1 Low Bolt		1204
1 Thread Caster		150
1 Desk		400
1 Stove		300
forward		34298

Amount-Forward		\$	34798
1 Bigon Stone Dress			✓✓
1 Small Stone			50
48 Perap Sewing Machine Needles	3		144
2 Slaw Chanis			40
2 Sew Sticks	6		12
1 Single Tree			75-
1 Wagon			5552
29 Glass Insulators	2		58
435" Wagon Tire	190		826
1 old mowing machine frame			✓✓
1 Washing Machine			200
1 - 8 Disc 16" Stomach			1000
2 Richmond Champion Drills			500
1 Challenge Corn Drills			250
1 - 16 Chattanooga Plow			600
1 Wagon Jaw			50
3 Main Plow	150		450
3 Georgia "	65-		195-
13 Cultivators	250		3250
2 Pr 5be Trees			150
4 Single Trees	75-		100
3 " " Large	35-		105-
4 Blows Withaw-Standlers			600
1 - 8 1/2 Evaporator			400
4 Bn Buggy Shafes-			800
1 10 Oliver and Board			300
1 40 " " "			300
2 Wagon Heat-Boilers			45-
1 Garden Plow			250
10 ft- 1 1/2" Galv Pipe	8		120
107# 1" Rope	9 1/2		1967
5 Wagon Runis	50-		250-
3/4 24-Buggy Runis	90		68
1 old Buggy Stomach			3500
1 Prairie Fan Mill			1350
2 Grain Cradles	38-23		633
Forward		\$	58438

(6)

Forward		58438
4 Ross Fell-Boys	175-	700
1 Mos Engine		3000
2 Car-2 Hook Stands		64
1 " 2 Hook		100
1 Jumbo 2 Hook Carrier		75-
115- Wagon 2 Hooks.	10	1150
20 Gallon Machine Oil	18	360
3 Car Miles	10 ⁰⁰	3150
1 Ironed Seals		300
3 Sythe Rovers	50	150
3 Irons for Shop-Buggy		60
1 Buggy Slip		15-
134# Bull Tongues.	4 1/2	603
11 1/4# Gate Hinges	3 1/2	40
8 40 Oliver Bolts	24	192
29 Wagon 2 Hook Hooks	70 1/2	174
43 Wagon Hooks } or to su-	275-	227
78 " " }	300	450
5 Wagon Stirrups	10	50
1 Wagon Comb.		25-
7 Stand Corn Droppers		350
5 Iron Stands		50
1 2 Hook		25-
2 Buggy Wheels		550
10# Clover Seed	800	133
49# Red Top "	5 3/4	281
1 Cross Bar Buggy		20
108 ft-Born Door Hooks	2 3/4	297
8 Wagon Skins		480
96 ft-Long Tube Hooks	7	672
72 " Small "	5 1/2	396
30 Rods 58 x 6 Wire	31	930
20 " 52 x 6 "	29	580
20 " 49 x 12 "	25-	500
2 Wagon Skins	38	76
10 Star Fertilizer	140	1680
Forward		76341

(7)

Forward				
20 Rods 58 x 6 wire	31	76341	620	
10 " 52 x 6 "	29	290		
4 Drs Fertilizer	140	560		
1 Manure Spreader		10000		
1 Reaper		5200		
6 1/2 Rods 52" wire		93011	188	
17 1/2 " 30" "	20	350		
7 valves	50	350		
2 Couplings	25	50		93949
Low.		93949		
1 Moon Machine Belong to owner		200		
1 Grain Cress - Given to friend		316	516	
			93433	

James W. Orr, Sen. &c
vs. { In Chy.
Robt. L. Pennington, Adam. &c.

Inventory

Exhibit "D"
with Bill

List of Notes due the firm of Brown & Orr at the date of the
death of C. K. Brown, Jan. 8th, 1907

Listed by James W. Orr, Jan. 11th, 1907 as follows:

Note on C. R. Fulton Dec. 14th, 1897, due June 1st, 1898 for Credit June 1st, 1898	\$35.00	\$ 38.44
Note on J. L. Pennington June 28th, 1894 Due August 28th, 1894 for Credit July 26th 1895	27.26	30.00
Note on Same June 28th, 1894 Due Oct. 28th, 1894 Cr. Aug. 16" 1895.	21.57	
Note on A. L. Parsons Oct. 18th, 1898 due in sixty days Cr. March 9 th 1900	4.50	5.00 (Was paid)
Note on E. S. Cassel Sept. 28th 1906 due Dec. 1st, 1906		5.50
Note on W. W. Quinley Apr. 22, 1905 Due July 1st, 1905 Cr. June 15th 1905 Cr. " 18th 1906	1.00 1.50	4.60
Note on J. R. Ely Feb. 28th, 1906 Due may 1st, 1906 Cr. Aug. 3rd, 1906	4.00	6.50
Note on R. T. Mise Feb. 5th, 1904 Due march 1st, 1904 Cr. Feb. 27th, 1905	5.00	5.00
Note on W. P. Springle Oct. 14th, 1902 Due Sept. 1st, 1902 Cr. Dec. 5th, 1903	5.00	5.40
Note on J. W. Grubb May 31st, 1904 Due Sept. 1st, 1904 Cr. Dec. 6th, 1904 Cr. Dec. 7th, 1904	4.06 2.68	11.00
Note on G. A. Terry & John Garrett Sept. 2, 1904 Due Jan. 1st, 1905		18.00
Note on W. H. Parkey Sept. 29th, 1899 Due. Sept. 1st, 1900 Cr. Oct. 10, 1900	15.00	16.00
Note on E. S. Woodward and E. O. DeBusk Sept. 24th, 1906 to American Seeding Machine Co. Due in 24 months, int. from date.		22.00
Note on Same, same date due in 12 months int. from date.		22.00
Note on James B. Wygal, Sept. 24th, 1906 due in 12 months		11.00
Note on same, same date, due in 24 months		11.00
Note on J. B. Barker, Sept. 24th, 1906		11.00

List of notes conintued.

due in 12 months int. from date.
 Note on same/ same date 24 months,
 int. from date. 11.00

Note on H. M. Coldiron, Sept. 27th, 1906.
 Due in 12 months int. from date. 25.00

Note on same , same date/ 24 months, int. from datw. 27.50

Note on same, same date, due Nov. 1st, 1906.
 int/ from date 25.00
 cr. freight 2.45

Note on A. M. Brown, June 28th, 1898, due Sept. 1st, 1898. 15.00
 cr. 12.50

320.94

List of Sales.
Braun & Co.

"Exhibit E"

List of Accounts due Brown & Orr Feb. 1st, 1907.

N. S. Cox, Bal. on account.	\$ 14.65
L. B. Hyatt, " "	.95
W. E. Wynn, " "	10/04
D. B. Byington, " "	.566
C. C. Blankinship " "	13.06
Chas. Sprinkle " "	10/25
W. S. Martin " "	5.93
M. B. Garrett " "	14.08
W. P. Weston, " "	1.10
Dr. Jim Ewing " "	1.65
Wm. Goins, " " (one hoe handle)	.10
A. L. Russell, " "	2.80
W. E. Glass " "	50
W. S. Neff " "	4.50
John Kirk " "	3.50
Kemp Hall " "	30
James Johnson " "	35
J. L. Difindaffer " "	
Crit Poteet " "	
C. W. Hamblin " "	21.00
J. C. Terry " "	2.69
Floyd Jones " "	20
John Howard " "	5.25
John Noe, " "	1.20
T. J. Ely " "	.50
James Weston " "	1.50
Conley Rutledge " "	54.
H. C. Burchett " "	43
Jock Fitts " "	2.39
W. P. Wood, " "	20
C. T. Duncan " "	27.41
James M. Wheeler " "	75
W. S. Crowell " "	2.58
J. S. Willis " "	2.75
W. B. Munsey " "	.51
Goe. Holliday " "	6.97
M. G. Ely " "	6.15
R. L. Pennington " "	2.86
Hatton Flanary " "	1.50
B. M. Morgan " "	5.85
James Blakemore " "	4.97
J. E. McDowell " "	1.53
L. M. Carmical " "	60
Poteet & Parsons " "	.80
Robert Gibson " "	3.00
Chas. Woodward " "	11.50
Tucker Mise " "	9.58
B. H. Sewell " "	23.88
J. J. Blakemore " "	8.68
Cal Kinser " "	1.64
Dr. John Morgan " "	8.10
C. E. Flanary " "	1.00
Robert Belen " "	13.71
James M. Russell & Co. " "	2.00
D. C. Sewell " "	38.38
Wm. Woodward " "	10/89
John McConnell " "	.80
J. A. G. Hyatt " "	5.69
H. H. Pridemore " "	9.00

Claim against L. V. R. R. Co. (Harness)
 Claim against Sayre (Manner)
 Collected from Sale of horse

15.00
 37.50
 60.00

Continued.

W. L. Spencer	bal on Account	
B. F. Snead	" "	"
Couk Bros.	" "	"
Crowell & Denny	" "	"
Zac Miner	" "	"
Will Talley	" "	"
Geo. Orr	" "	"
G. M. Watson	" "	"
Jonesville Corporation		
Henry Lawson	bal on account	
Sam Lawson	" "	"
E. C. Courtney	" "	"

434.00

\$ 20.00
4.60
5.10
5.00
2.42
14.00
4.75
6.75
1.25
2.70
1.00
2.75

504.32

List of ~~Accts~~ ^{Accts} ~~Vales~~
Braun & Co.

"Exhibit G"

3429.04
3312.50
306.54

List of indebtedness of Brown & Orr Jan. 8th, 1907

1907.

Jan. 8. ✓	Kentucky Wagon Mfg. Co.	\$102.67	187
✓	" " "	106.21	187
	Pennington Lumber Co. Act.	8.86	
✓	Lewis & Chambers	20.00 ?	
	Belknap H. & M. Co.	17.50	
✓	Standard Oil Company	2.18 ?	53
✓	Mitchell Powers Hadw. Co.	23.28 ?	112
✓	Norton Hardware Company,	4.50 ?	175
✓	Parry Manufacturing Co.	43.61 ?	179
✓	Pittsburg Steel Company,	23.10 ?	177
	Rickford & Huffman Co.	3334.96 ?	192
	Virginia & Carolina Chemical Co.	125.00	108
	Same Note to become due		487
	Sept. 1st, 1907 without int.	619.87	
	A. B. Saffle, Protested check	50	
	Mrs. Sallie A. Pridemore Act.	1.80	
	J. D. Diffendaffer	12.35	
✓	Southern Saddlery Co.	84.81 ?	
	Copeland Hay Press Co. (disputed)	6.00	
	International Harvester Co.	350.90 ?	
	C. W. Woodward for services	53.50	
	C. M. McClung & Co.	67.86	
	Poweel's Valley Bank Note.	400.00	
	James W. Orr Note Mr. 23rd 1894		
	for Cash put in as capital in the		
	business. See Exhibit "B"	372.92	
	Susan V. Brown Note Mr. 20, 1906	2772.20	
	due in one day from date	100.00	
	Susan V. Brown note, Mr. 9th, due in		
	one day from date for \$90.00	90.00	
	Subject to Credit June 15th, 1906		
	of \$60.00 balance due of Orr.	30.00	

Note due Int. Harvester Co 10/1/07

2902.38
120.00
3022.38

List of Ineditedness
Braun & Orr.

"Exhibit J"

THIS DEED made this the 21, st day of July, 1906, by A. S. Day and Lucretia Day, his wife, parties of the first part, and C. K. Brown and Susan V. Brown, parties of the second part, and all of Lee County, Virginia.

W I T N E S S E T H

THAT the said first parties for and in consideration of the sum of (\$200.00) Two Hundred dollars, one hindred and twelve dollars, thereof in hand paid, and the residue thereof, that is, (\$88.00) Eighty-eight dollars, to be paid by said second parties, on or before the 14th day of April, 1907, with interest from this date, do and each of them doth, reserving a vendor's lien for said deferred payment, Give, grant, bargain and sell unto the said second parties, one certain lot or parcel of land lying and being in the town of Pennington Gap, in Lee County, and State of Virginia, and known on the plat of said town as lot Number eighty, in block No. Nineteen, and fronting on west railroad avenue twenty-five feet, and running back at right angles to said avenue one hundred feet, and forming a right angle parallelogram 25 x 100 feet. Together with all the appurtenances unto the said lot of land belonging. To have and to Hold the said lot of land with its appurtenances unto the said second parties, their heirs and assigns for ever in fee simple.

And the said first parties do hereby covenant with the said second parties, that they have lawful right to convey the said lot of land and its appurtenances unto the said second parties; that the same are free from all incumbrances; that they have done no act to encumber the same; that the said second parties shall have quiet and peaceable possession of the same; that they will warrant Generally the title to the same; and that they will execute such further assurances of title as may be necessary or reasonable advised to make the same sure and complete.

Witness the following signatures and seals.

A. S. Day (Seal)

Lucretia Day (Seal)

Virginia,

Lee County, to-wit:

I, J. J. Yeary, a Justice of the Peace in and for the county and State aforesaid, do hereby certify that A. S. Day and Lucretia Day, whose names are signed to the foregoing writing, bearing date, on the 21st day of July, 1906, have acknowledged the same before me in my county aforesaid.

Given under my hand this the 21st day of July, 1906.

J. J. Yeary, J. P.

Virginia, Lee County, to-wit:

In the Clerk's office of Lee County, on this the 14th day of August, 1906. This deed was presented, and together with the certificate annexed, admitted to record.

Teste: H. C. T. Ewing, Clerk.

Virginia, Lee County, to-wit

I, H. C. T. Ewing, County Clerk for Lee County, certify that the foregoing is a true and perfect copy of a deed from A. S. Day, et ux, to C. K. Brown, et ux. as the same appears of record in my office, in Deed Book 44, Page 388 &c.

Given under my hand this the 8th day of April, 1907.

Teste: H. C. T. Ewing, Clerk.

J. W. Orr Surv. &c.
 vs. { Copies of Deed
 Robt L. Pennington
 Admr. & al

Exhibit L.

the foregoing is a true and correct copy of a deed from A. C. T. Ewing,

A. C. T. Ewing, County Clerk for Lee County, Georgia, first
 Virginia, Lee County, to-wit:

certificates annexed, admitted to record.

August, 1868, this deed was recorded, and together with the

In the Clerk's Office of Lee County, on the 1st day of
 Virginia, Lee County, to-wit:

J. W. Orr, Clerk.

given under my hand this 1st day of April, 1868.

here before me in the County aforesaid.
 this date, on the 1st day of April, 1868, have signed and sealed the
 said deed, whose names are signed to the foregoing writing, and
 my and state aforesaid, do hereby certify that A. C. T. Ewing and the

I, J. W. Orr, Clerk, a Justice of the Peace in and for the County
 Lee County, to-wit:

Virginia,

MEMORANDUM OF LIS PENDENS.

In the Circuit Court of Lee County, Virginia:

JAMES W. ORR, SURVIVOR &c. - - - - - Plaintiff.

Vs.

R. L. PENNINGTON, ADMR. of C.K.BROWN, DECEASED ET AL- Defendants'.

The general object of the foregoing suit now pending in the above named Court, under the style above given, is to settle up and adjust the affairs of the partnership heretofore existing between the said James W. Orr and C.K.Brown deceased, under the firm name and style of Brown & Orr, to collect the debt due from the said C.K.Brown deceased, to said firm or partnership, and to collect from his estate and from the partnership effects in his hands, or the hands of his administrator or widow, his pro rata part of the indebtedness of said firm, and to hold and subject to the payment of the same a certain house and lot in the town of Jonesville, Va., adjoining on the east the storehouse and lot of Cook Bros. and on the west house and lot of J.C. Boatright, used as a printing office for the publication of the Jonesville Star, and fronting on Main Street, which said ~~xxxxxx~~ lot was conveyed to Susan V. Brown then wife of C.K. Brown deceased, by W.S. Crowell and wife by deed dated the 13 of June 1906, a duly recorded in Lee County, Virginia Deed Book No. 44 p 282, to which reference is made for a more particular description, said lot having been purchased and said house erected with the money and effects of said partnership, and if necessary to set aside the deed conveying said property to the said Susan V. Brown because made in fraud of the rights of the said surviving partner and the creditors of said partnership, and for like purposes and like reasons, to hold subject to the payment of said indebtedness two lots in the town of Pennington Gap, Va. one of which was conveyed to C.K. Brown and Susan V. Brown by A. S. Day and wife, and the other to the same parties by the Pennington Gap Improvement Company, a corporation, both of which deeds are duly recorded in the Clerk's Office of Lee County

Virginia, to which reference is here made for a more particular description of said lots; and likewise to hold and subject to the payment of said indebtedness the balance of a certain note executed to C. K. Brown and Susan V. Brown by Allie Amanda Spencer and Rebecca Flanary, the same being a balance due on the purchase price of a certain house and lot in the town of Jonesville, sold and conveyed by the said C.K. and Susan V. Brown to the said Allie Amanda Spencer, and which lot was purchased and the house thereon built with partnership effects, and the title thereto conveyed to the said Susan V. Brown in fraud of the rights of the other partner and of the creditors of said partnership.

The said C.K. Brown's debt to the said firm amounts to \$3000.00 and the indebtedness of said partnership over and above the assets belonging thereto amounts to about \$2000.00.

The names of the parties whose estate is sought to be effected in this suit are Susan V. Brown, Caswell Brown, Guy Brown, and William Brown.

Given under my hand this the 15th day of March, 1907.

James W. Orr, Survivor

Virginia, Lee County, to-wit:

I, Geo. P. Cridlin, a Commissioner in Chancery for the Circuit Court of Lee County, Virginia, do certify that James W. Orr whose name is signed to the foregoing writing, bearing date on the 15th day of March, 1907, has acknowledged the same before me in my County aforesaid.

Given under my hand this the 15th day of March, 1907.

Geo. P. Cridlin
Comr. in Chancery.

Virginia, Lee County, to-wit:

In the Clerk's Office of Lee County, on this the 15th day of March, 1907. The foregoing Lis Pendens was presented, and together with the certificate annexed, admitted to record at 4 o'clock

P. M.

Teste: H. G. Ewing, Clerk.

James W. Chr. Sur. vs. { In Chancery

R. L. Punnington admr vs. et al

Memorandum for
Lis Pendens.

Filed for record,
March 15, 1907 at 4 P.M.

H. G. Ewing. Clerk.

Recorded in Deed
Book 45, page 448 &c
Examined Mar 16, 1907
Indexed.

\$30.00
700

Jonesville, Va., June 28 1894

On or before the 28 day of August, 1894, I
promise to pay to the order of Brown & Orr Thirty dollars, payable
at Powell's Valley Bank, Jonesville, Va., for value received, with interest from date;
and as to this debt I hereby waive the benefit of all homestead exemptions. This
note is for one 60 inch Circular saw this day delivered to the
maker of this note, with the understanding and agreement between the maker of
this note and said Brown & Orr that the title to said property is and shall remain in
said Brown & Orr until this note, or renewal thereof, is paid in full.

J. L. Remington

1895-july 26 Cr by lumber
furnish by J. W. Pennington
on the within note \$27.26

Exhibit
Note no. 1
with deposition of W. E. Orr



Jonesville, Va., June 28th 1894

On or before the 28th day of October, 1894, I

promise to pay to the order of Brown & Orr Fifty ¹⁰⁰ dollars, payable at Powell's Valley Bank, Jonesville, Va., for value received, with interest from date;

and as to this debt I hereby waive the benefit of all homestead exemptions. This note is for one 60 inch circular saw this day delivered to the

maker of this note, with the understanding and agreement between the maker of this note and said Brown & Orr that the title to said property is and shall remain in said Brown & Orr until this note, or renewal thereof, is paid in full.

J. S. Pennington

Pennington

Aug 16. 1895
as the within note by
Lumber furnish by J. W.
Perrington. \$ 21.57

Exhibit
Note No. 2
with deposition of W. E. Orr.

C. C. HYATT, PREST.

J. R. McNUTT, VICE - PREST. & GENL. MGR.

A. T. HULL, SECY & TREAS.

Norton Hardware Co.

WHOLESALE DEALERS IN

HARDWARE, STOVES AND TINWARE,
MINE AND MILL SUPPLIES,
DOORS, SASH AND CEMENT.

Norton, Va.

8/10 /06

Sold to

Brown & Orr, Jonesville, Va.

1	Keg	6d	Nails	\$2 35	\$2 35
1	"	8d	"	2 25	2 25
1	"	10d	" (B. O.)	2 20	00
1	"	20d	"	2 15	<u>2 15</u>
					\$6 75

Exhibit:

Bill No. 1

with deposition of W. E. Orr.

C. C. HYATT, PREST.

J. R. McNUTT, VICE-PREST. & GENL. MGR.

A. T. HULL, SECY & TREAS.

Brandon Printing Co. Nashville

Norton Hardware Co.

WHOLESALE DEALERS IN

HARDWARE, STOVES AND TINWARE,
MINE AND MILL SUPPLIES,
DOORS, SASH AND CEMENT.

Norton, Va.

8/13, 1906

Sold to

Brown & Orr,
Jonesville, Va.

1 Keg 10d Wire Nails

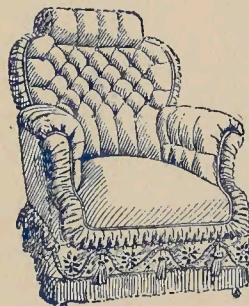
2.20

Exhibit Bill No. 2.
with deposition of W. E. Orr.

Both 'Phones 562.

Knoxville, Tenn., JUL 5 1905 190

M. Brown & Co.



LAREW, THE PRINTER, KNOXVILLE, TENN.

P. O. Jonesville Va.

Shipped to Occoita, Va.

Bought of

W. N. SMITH,

Wholesale Manufacturer of Furniture.

Terms: 3 per cent. Ten Days, 2 per cent. Twenty Days, Net Sixty Days.

Office and Salesrooms, 302 Gay St. Factories on Belt Line R. R.

1 #53 Rocker

1 40

1 " 833 "

2 25

1 " 201 Dresser & W. Stand

13 00

1 " 59 Couch

10 00

1 " 260 Hat Rack

9 00

33 65

Corrected Bill.

We are shipping Towel Rack for W. Stand -
was left off through mistake.
wms.

Exhibit

Bill no. 3

with the deposition of
W. E. Orr.

Shipped in Good Order. (Bill of Lading to Follow.)
Caution—Do not sign for same unless tendered you in Good Order.

BELKNAP HARDWARE AND MFG. CO.

INCORPORATED.

HARDWARE, CUTLERY, STOVES, WIRE AND IRON.

Louisville, Ky.

Mention Above Date in Correspondence.

AUG 25 1906

Ord. by Tuggle Reg. No. Br 24 3168
Sold To Brown & Orr,
TERMS { 2 Per Cent. 10 Days from Date of Invoice.
1 " 30 " " " " "
Net 60 " " " " "
Interest Charged after Maturity.
Jonesville, Va. #23

1 14 Rolls #1 2 Ply Rubberette Roofing

1 75

24 50

2

3 Shipped to Ocoonita, Va. L&N

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

Schmitt

Exhibit
Bill No. 4
with deposition of W. E. Orr

Jonesville, Va., Apr 6th 1893 No.

Powell's Valley Bank

Pay to Brown & Orr or Order, \$294.56-

Two hundred & Ninety four & $\frac{56}{100}$ DOLLARS.

For Capital in business.

James W Orr.

Brown & Orr.

"J W O" No 1.

X

Jonesville, Va. Dec 7th 1897. No.

POWELL'S VALLEY BANK

OF JONESVILLE, VA.

Pay to the
order of

S. V. Brown

\$49.50

Forty nine & $\frac{50}{100}$

Dollars

Bal. col from W. C. R. Strong & Co.

James W. Orr

S V Brown
Lisk Brown

J W D no 2

50mo
Jonesville, Va Decr 15th 1897. No.

POWELL'S VALLEY BANK

OF JONESVILLE, VA.

Pay to the order of *M. A. J. Dorton*

\$144⁰⁰

One hundred & forty four - Dollars
Cal from W. C. R. Strong & Son & Co.

James W Orr

J. N. O. No 3.

Pay to the order of
THE CITY NATIONAL BANK
KNOXVILLE, TENN.
THE FIRST NATIONAL BANK
MORRISTOWN, TENN.
J. N. FISHER, Cashier

PAY TO THE ORDER OF
ANY BANK OR BANKER,
THE CITY NATIONAL BANK
KNOXVILLE, TENN.
W. H. RYAN, Cashier

M. H. J. Gordon

Jonesville, Va. Jan'y 1st 1898. No.

POWELL'S VALLEY BANK

OF JONESVILLE, VA.

Pay to the
order of

John W. Dorton

\$1000

Less — — Dollars

Part of Cal. from J. W. Moneyham Est.

James W. Orr

John W. Fortson

B. A. Russell

"J. W. O. 4"

Jonesville, Va. Jan'y 1st. 1898. No.

POWELL'S VALLEY BANK

OF JONESVILLE, VA.

Pay to the
order of

John W. Dorton

\$134 00

One hundred & thirty four Dollars
Bal. Cal. from Jas. M. Waukeyman's Est.

Lamier W. Orr.

John W. Porton

C. S. Vaughan

Pay to the order of

THE CITY NATIONAL BANK,

OF KNOXVILLE, TENN.

CITIZENS BANK,

ROGERSVILLE, TENN.

J. M. GRAY, Cashier.

"J. W. O. 5"

PAY TO THE ORDER OF
THE CITY NATIONAL BANK,
KNOXVILLE, TENN.
J. M. GRAY, Cashier.

M

17
8
186.

TO BROWN & ORR, DR.,
DEALERS IN
AGRICULTURAL ::= IMPLEMENTS,
VEHICLES, MACHINERY, PUMPS, ETC.

Printed by FARM IMPLEMENT NEWS, Chicago.

		<i>James Shelton</i>	Cr	Dr
1895-				
OCT-		By 3600. brick @ 65c.	23 40	
"	26	By 5 bush lime	1 36	52
"	"	To amt pd more for beef		
"	"	To order C+O		5 00
Nov	2	To " " Nelson Graham		6 00
"	5	" amt pd J. W. McCormick		7 20
"	6	" 1 horse pd. at L+Corrall		1 35-
"	9	" order C+O.		5 00
"	9	" 1000 ft lumber @ 10c.		10 00
"	"	By building 35 ft Chimney @ 35¢	12 25-	
"	"	" 25 bush lime @ 17	4 25-	
"	13	To order C+O.	41 26	5 00
"	27	By building 4 ft		
Dec	30	To cash pd. Crit Poter		2 25-
1896	2	To order C+O		2 00
Jan	20	" cash		50
"	24	" pd for Liff		75-
"	25	" cash to self		1 25
		By 92 1/2 yard in Pole	19 57	46 82
		" 64 " " Hall	60 83	
		To bal due,		14 01
		Plan + Liff	1 25-	
Jan	28	To cash \$10.00	87	60 83

"James Shelton."

With W. E. Oyo
depo

1401
125
82
1413

Bill of Lumber for
Thomas Braden ac-23-75
Bought of J.S. Ruyter

Boas Lumber	583	ft
6 in Box Siding ^{No} 2	990	-
Total	<u>1573</u>	-

Chas. Shepard
Lumber Merchant

$$\begin{array}{r} 455- \\ 210 \\ \hline 245- \end{array}$$

2400

J. D. PENNINGTON,

DEALER IN AND MANUFACTURER OF

Rough and Dressed Lumber.

Pennington Gap, Va., Feb. 20 1897

Sale	Lumber to	Tom Brown.	Camdenville Va	
Sept 7-95	2700 ft	Siding at 10 ^u	\$27 ^u	
Oct. 23 "	Dimintin	stuff casing	18.40	
July. 26 "	2620	Split Siding at 11 ^u	28.82	
			<u>75.22</u>	
	the above for J. S. Pennington			
Nov. 4 - 95	Rucky	1420 ft. at 11 ^u	15.62	
" 8	"	flooring 700 " " 10 ^u	7.00	
" "	"	cubing 600	12 ^u	7.20
"	Boards	30 1x12 = 20 ^u		60

$$\begin{array}{r}
 55 \\
 2 \\
 \hline
 110 \\
 12 \\
 14 \\
 \hline
 23
 \end{array}$$

$$\begin{array}{r}
 8191 \\
 5650 \\
 6060 \\
 \hline
 200.61 \\
 8191 \\
 5650 \\
 \hline
 138.31
 \end{array}$$

$$\begin{array}{r}
 8 \\
 19 \\
 7 \\
 9 \\
 \hline
 43 \\
 20 \\
 6 \\
 \hline
 69 \\
 10 \\
 \hline
 79
 \end{array}$$

Bennington Lumber

$$\begin{array}{r}
 28 \\
 3282 \\
 421 \\
 \hline
 2861
 \end{array}$$

$$\begin{array}{r}
 120 \\
 79 \\
 \hline
 41-
 \end{array}$$

J. D. J.

\$

June 7th

1897

On or before the 15th day of Oct 1897 I promise
days after date promise to pay

to pay to the order of James Stone
Eighty

Dollars,

This note is for a Thrashing machine and the said 100 Stone
retains a lien on the Thrash Box for the purchase
money

Without offset. Value received, waiving all Homestead and Exemption Laws as to this debt.

Witness Hand and Seal.

[Signature]

[SEAL.]

No.

Due,

[SEAL.]

1906
Feb the 16

Or buy one Cow

832.50

Or buy Cows & Calves

may the 8 \$30.00

I sign the within
note over to H. M. Sloan
this Aug. the 10. 1906

James Sloan

sets to dair

57.50

To note

f L P No 1

\$80.00

Exit Rate

I assign the within
note over to Brownson
for value recd.
this Aug 17/06

H. M. Sloan

bal May 8th 1906 Dr 58.60

Jan to Sept 8th 1906 1.77

60.37

~~\$15.00~~

JONESVILLE, VA., May 25 1906

On or before the 1st day of September 1906, 1 promise to pay to the order of
BROWN & ORR Forteen Dollars, payable at POWELL'S VALLEY
BANK, Jonesville, Virginia, for value received, with interest from date, and as to this debt 1 hereby waive
the benefit of all homestead exemptions. *Paul*

THIS NOTE IS FOR _____ THIS DAY DELIVERED TO THE
MAKER OF THIS NOTE, WITH THE UNDERSTANDING AND AGREEMENT BETWEEN THE MAKER AND SAID BROWN & ORR THAT THE TITLE TO SAID PROPERTY IS AND SHALL REMAIN IN SAID BROWN & ORR UNTIL THIS NOTE, OR A RENEWAL THEREOF IS PAID IN FULL

~~J. J. Orr~~

P. O. _____

L 6 P No 2,

Ex't Patent.

Notes,

75.37

5.00 Rings

80.37

Exhibits ~~to~~

J. C. P. No. 1

J. C. P. No. 2

with deposition of
J. C. Patent.

H. C. Joslyn's Account.

Sue V/ Brown & C. K. Brown.

1895.			Dr.	Cr.
Mr. 28	To 1 3/5 acres of land this day deeded to them.	\$145.00		
	Cr. by 1 cow			\$18.00
	Cr. by 1 horrow "Disk"			28.00
	Cr. by 2 notes for \$49.50 each			99.00
	Settled March 28/95	\$145.00		\$145.00

1895.	C. K. Brown.			
Oct.	To 1 1/2 day plowing	\$ 1.25		
Nov. 1	To pasturing cow from July 5th to Oct. 14, 1895 3 1/2 months	3.33		
	To pasturing calf 3 Mo. to Nov. 4/95	1.00		\$5.58
Paid.				

1895.	Tom Brown.			
Nov. 12	To 10 lbs shd. meat 5 1/2	.55		
" "	Cr by Wheel barrow			3.75
" "	Dr to Amt of A. J. Brown	77		
" 22	Dr. to 10 lbs sausage	1.00		
Nov. "	" to 79 lbs of bones	26		
Dec. 3	to 47 lbs lard 10	4.70		
1896				
Jan. 27	Cr By cash to bal.			3.53
	Settled Jan. 27/96	\$7.28		7.28

1896	C. K. Brown.			
Mrc. 10	To 1 day hlg. & Plowing	\$2.50		
" 14	To hlg. 955 lbs from Ocoonita	95		
" 17	To hlg. 1823 lbs " "	1.82		
" "	By 2 lbs of potatoes			\$4.50
Apr. 10	To harrowing and laying off garden	62		
" 14	By amt. to T. W. Fleenor	30		30
" 27	To laying off garden	20		
" 28	To 200 feet seasoned oak lumber			2.50
" 30	By 1 barrel cement.			3.00
May 2	To 120 boards	48		
May 5	By one ton plaster			5.00
May 6	By 50 lbs cement			50
May "	Dr. to freight overpaid	56		56
		9.63		13.30

Page 94.

1896.	C. K. Brown.			
May 20	Amt. from page 79	\$9.63		\$13.30
" "	Cr. by 2 fro hinges.	35		40
June 3	Dr. to plowing garden	35		23
June 10	By 60 lbs twine			6.60
" "	By 1 qt oil			15
" "	To repaid for mowing machine			10
June 20	To plowing garden	35		8
July 13	To 4 1/2 lbs Rope			45
" "	To check	10.78		10.78
		21.11		21.11

Settled July 21,/96

1896	Thomas Brown.	
Aug. 31	To hauling to and from Camp ground.	75:

CONTINUED			Dr.	Cr.
Oct. 1	To Hauling to P. Gap.		.50	
Nov. 13	To killing and dl. 2 hogs		1.00	
" 28	By 1 grind stone & frame			\$4.00
Nov. 1	To pasturing cow 5 1/4 mo.		5.25	
" "	To " horse 12 days		50	
Page 127				
C. K. Brown.				
1896				
Aug. 31	Hlg. to & from Camp ground.		.75	
Oct. 1	To To " " P/ Gap.		.50	
Nov. 13	" Killing and dl. 2 hogs		1.00	
" 28	To pasturing cow 5 1/4 Mo.		5.25	
" "	" " horse 12 days		50	
1897				
Jan. 5	Cr. by Brown & Orr bill			6.50
Mar. 23	Cr. by 4 sacks plaster			6.00
" 31	Dr. to check	4.50		XXX
	Paid			
		<u>\$12.50</u>		<u>\$12.50</u>
Tom Brown.				
1897				
Aug. 8	To 2 bush. oaks	.70		
	Paid.			
1898				
	C. K. Brown & Brown & Orr.			
Apr. 6	To 2000 lbs corn fertilizer per ton	\$21.00		\$21.00
" "	" hauling 400 lbs from Depot			\$ 40
" 7	To hauling 2000 lbs from Ococonita			2.00
" 11	To " 2800 " plaster "			2.80
" "	To " 100 lbs drill			10
" "	Cr. by 1000 lbs plaster		6.25	
" 12	To check on P.V. Bank			20.00
	bolt			2
" 12	To hlg. 1200 lbs plaster			1.20
" 12	To 1 corn plaster		15.00	
" "	To 13 plank 78 feet			78
" 18	To 1/2 Bu. potatoes 25			25
" 20	To 11 scantlin 2x4 & 12 long. 88 ft.			88
			<u>42.25</u>	<u>28.43</u>
page 183.				
C. K. Brown & Brown & Orr.				
1898				
May 6	Amt. from page 163	\$.42.25		\$28.43
" "	To 4 scantlin 2 x 4 12--44 ft.			32
" 23	Dr. to check to Bal.			13.50
	Settled May 23/98		<u>42.25</u>	<u>42.25</u>
1898				
	Brown & Orr.			
Nov. 22	By meat knives		Cr. 60	
" 28	By 1-3 1/4 x 10 Srudebaker Wagon	60.00		
" 30	To freight			\$4.68
" "	To pasturing cow Brown			4.67
" "	To check No. 539 B. & O.			51.25
	Settled Nov. 30/98	<u>\$ 60.00</u>		<u>60.00</u>
1899				
	C. K. Brown & Orr.			
Mch. 24	To hlg. to loads B. Bats.			.50
Apr. 21	To 1 load manure			1.00
" "	To Hauling "			25
" "	By 70 lbs wire 1 1/2	\$ 1.05		
" "	To harrowing and laying off lot			75
May 11	By 57 lbs plaster	57		

continued.			
June 9	By 60 lbs twine 12 1/2	7.50	
" "	By sack fertilizer	2.50	
" 10	To plowing lot		.35
" 26	To amt. on J. W. Orr		9.00
Aug. 24	1 qt oil	15	
" 27	To 2 C. ground & ret.	1x00	1.00
Aug. 27			
Sept. 19	To 5 bush. corn 25 45		2.25
Sept. 25	By pasturing cow 4 mo. 25 d.		4.85
Oct. 23	By drill repairs	1.50	
" "	By 4 tons fertilizer	64.00	
Nov. 3	Dr. to int. on note		3.25
Nov. #	Dr. to Check		54.07
Settled Nov. 3/99		\$77.27	\$77.27

C. K. Brown.			
1900			
Mch. 29	To 3/5 day plowing &c.		\$1.50
Mch. "	To 3/4 bush. oats		.27
Apr. 17	By 160 rails	\$1.60	
" 26	By laying off		10
May 25	By 60 lbs twine 14	8.10	
June 13	By 1 qt oil	15	
July 11	To use of horse three days		1.50
Aug. 3	To plowing and hownoring garden		90
A" "	To A. J. Brown bill		3.16
" 7	To use of Bruce 1 day		50
" 20	By 13 M. M. sections & rivits	1.14	
" 28	To use of Bruce 1 day		50
Sept. 13			
to 14	To " " 1 "		50
Sept. 24			
to 27	To " " 4 "		2.00
Oct. 2	To hauling 1000 lbs fertilizer.		1.00
" "	By 3000 lbs fertilizer	24.75	
Nov. 10	By links	10	
Nov. 10	Pasturing cow 2 months		2.00
" 26	To int. on note		3.00
Nov. 26	To check to bal.		18.91
		\$35.84	\$35.84

1901.

Feb. 7	To load oat straw dl.		\$ 2.00
Mch. 19	To Bruce 1 day		50
" 20	To plowing garden		1.00
June 25	To plowing garden		25
	oil	\$.15	
June 27	By two rolls twine	1.00	
June 28	By three Balls twine	1.50	
Oct. 2&4	To use of Bruce 2 days		2.00
" 16	To hlg. ton Fertz. Jack		2.00
" "	By 2 tons Fertz.	33.00	
" "	By 8 rubber tubes 22	1.76	
Nov. To	pasturing caw 6 1/3 mo.		6.33
" 19	To killing and dl 2 hogs		1.00
" 26	To int. on note		3.00
" "	To check.		19.41
Settled Nov. 26 1901		37.41	37.41

	C. K. Brown.	Cr.	Dr.
1902.			
Mch. 1	To 350 boards 40		\$ 1.40
" 20	To horse and sled		50
" 21	To season of Ball		1.00
" 24	To plowing garden		1.00
Apr. 14	By ord on A. J. Fitts	\$ 2.08	
May 24			
& 25	To use of Bruce 2 days.		1.00
" 25	By cash on Bruce	1.00	
" 28	by 1 double plow	3.25	
June 13	To 1 fine pig		2.00
" 25	To 10 lbs twine 12 1/2	1.25	
" "	To 1 qt oil	15	
July 22-23	To use of Bruce 3 days		1.50
" 27	To bruce trip to Westons		1.00
Aug. 2-3	To Bruce trip to Westons		1.00
" 7&8	To Bruce 2 days		1.50
" "	To 10 feet guttering		40
Sept. 29	By 1 1/2 ton fertz.	24 .75	
" "	To hlg. 1000 lbs fertz.		1.00
Oct. 1	To " 1800 " "		1.80
Nov. 15	To pasturing cow 6 1/3 mo. 1902		6.33
" "	By repairs	20	
" "	Dr. to Interest		3.00
" "	To check		8.25
	Settled Nov. 25 /02	32.68	\$32.68

	Brown & Orr.		
Apr. 1	To hlg. 21 sacks fertz.		\$ 5.25
" "	To due bill A. J. F.		2.13
" "	By 3 sk Ferts. 1.85	5.55	
June 9	By plows W.S.M.	60	
" 22	By 50 lbs twine 12 1/2	6.25	
Nov. 28	To kill and dl 1 hog.	50	50
	By 3000 lbs fertilizer	24. 75	
Dec. 21	To costs case of castle		50
" "	To interest		3.00
" "	To check		285777
		\$37.15	\$37.15

Settled Dec. 21/04

	Brown & Orr		
1905			
July 28	To hlg. dirt		\$ 1.00
" "	To due bill		1.00
" 29	dif. on apples		40
Nov. 1	To pasturing cow 1905		6.00
" "	To " 2 cow 19 05		3.00
" "	To kill and dl. hog		60
	To int. on note to Oct 28/ 05		3.00
	To check		11.35
			26.35

June 22	By two bales wire	\$18.00
Dec. 9	By 1000 lbs fertilizer	8.25
	Buggy tips	10
		\$26.35

Settled Dec. 9th 1905.

H. C. Jaslyn's acct.

Exhibit with H. C.
Jaslyn's Depo.

[Faint signature]

JAMES W. ORR:

Your are hereby notified that I will apply to the clerk of the Circuit Court for Lee County for a transcript of so much of the record as may be necessary to present the points in the case of Jas. W. Orr, Survivor &c against R.L.Pennington, administrator &c., for the purpose of preparing an appeal in the said cause, which application to the clerk will be made on October 30th, 1908.

Yours truly,

Sue V. Brown by

Pennington & Co. ATTY'S.

JAMES W. ORR:

You are hereby notified that I will apply to the clerk of the Circuit Court for Lee County for a transcript of so much of the record as may be necessary to present the points in the case of Jas. W. Orr, Survivor &c against R.L.Pennington, administrator &c., for the purpose of preparing an appeal in the said cause, which application to the clerk will be made on October 30th, 1908.

Yours truly,

Sue V. Brown by

Pennington Bros ATTY'S.

J. W. Orr, Surv. &c.
vs. Notice of Appeal
et al.
R. L. Pennington, Adminr.

This is to certify that upon the petition of Sue V. Brown one of the Judges of the Supreme Court of Appeals of Virginia has granted an appeal and supersedeas to the decree of the Circuit Court of Lee County entered on the 17th day of September, 1908, in the cause then therein pending of James W Orrm, Survivor &c vs. Sue V. Brown et als, provided the petitioner shall enter into bond, with sufficient security in the Clerk's Office of the said Circuit Court in the penalty of \$500.00 with conditions according to law.

Teste:

J. M. Kelly C.C.

To the Clerk of the Circuit
Court of Lee County.

J. W. Orr, Surv. &c.

v.

Sue V. Brown, et al,

Entered in C.D.B.

#8, page 469,

Apr. 12, 1909,

H. C. Stewing,
Clerk.

Know all Men by these Presents, That we Sue V. Brown and C. P. Brown and Robt. L. Pennington
are held and firmly bound unto the Commonwealth of Virginia, in the sum of (\$500.00) Five Hundred dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our exemptions as to this obligation, and also of any claim, or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds of this State. Sealed with our seals, and dated this 13th day of April one thousand ^{nine}~~eight~~ hundred and nine.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas

Sue V. Brown

by petition to the Supreme Court of Appeals of the State of Virginia, has prayed and obtained an appeal from, and a *supersedeas* to, a decree of the Circuit Court of the County of Lee pronounced on the 17th day of September, 1908, 189, in a suit depending in said court, in which James H. Orr, Survivor &c vs. Sue V. Brown, et al. was plaintiff and Sue V. Brown and others were plaintiffs.

upon entering into bond with sufficient security in the clerk's office of the said Circuit court of the County of Lee, in the sum of (\$500.00) five hundred dollars.

Now, THEREFORE IF the said Sue V. Brown, et al.

shall perform and satisfy the said decree in case the same be affirmed or the said appeal and *supersedeas* be dismissed, and shall also pay all damages, costs and fees which may be awarded against or incurred by the said Sue V. Brown, et al. then this obligation to be void, otherwise to remain in full force and virtue.

Sue V. Brown
C. P. Brown
Robt. L. Pennington

SEAL
SEAL
SEAL

In the Clerk's Office of the _____ Court of the _____ of _____.

This day personally appeared before me _____, Clerk of the _____ Court of the _____ of _____.

_____, and made oath that _____ estate _____, after the payment of all _____ just debts, and those for which he _____ bound as security for others and expect _____ to have to pay, _____ worth the sum of _____ dollars, over and above all exemptions allowed by law.

Given under my hand this _____ day of _____, 189_____.

Clerk.

Sue T. Brown, et al.
a ds.
James W. Owsen, et al.

to }


APPEAL BOND.

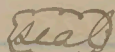
\$500.00

Commonwealth

Filed April 13, 1909.
H. C. J. Ewing,
Clerk.

This Contract made and entered into on
this the 1st day of February 1893, by and
between C. K. Brown and James W. Orr
of Jonesville Virginia, witnesseseth, that the
said Brown & Orr have this day associated
themselves together as partners, under the firm
name of *Brown & Orr* for the purpose
of selling, either as purchasers or agents,
Machinery, farming implements and hardware,
for the period of *three* years, unless said
partnership be sooner dissolved by mutual
Consent. The principal place for the Conduct-
ing of said business to be at Jonesville Va.
and the said parties to contribute equally
of the Capital & labor necessary to carry on
said business, and share equally in the
profits ^{or} ~~losses~~ derived or sustained therefrom.
Witness the following signatures & seals.

C. K. Brown. 

James W. Orr. 

C. K. Brown
with 3 Contracts.
James W. Orr

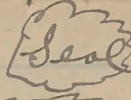
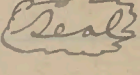
~~~~~  
O.P. No 11  
~~~~~


This deed made and entered into
on this 28th day of March 1895. by
and between Henry C. Goslyn, and
Sarah J. Goslyn his wife of the first
part and Susan V. Brown, wife
of C. K. Brown, of the second part,
all of the County of Lee and State
of Virginia. Witnesseth, That for
and in Consideration of the sum
of one hundred and forty-five
dollars, in hand paid and secured
to be paid, the receipt of which
is hereby acknowledged, The said
Henry C. Goslyn and Sarah J.
Goslyn his wife, have this day
granted, bargained, and sold, and
by these presents, do hereby grant,
bargain, sell and convey, unto the
said Susan V. Brown, a certain
lot or parcel of land, lying and
being on the north side of the
main road, South-west of the town
of Jonesville in the County of Lee
and State of Virginia, and bounded
as follows, to wit: Beginning at a
stake, on the north Bank of the Public
road, at the western gate post, and
where there is to be a street, Thence

N. 72. East 175 feet. to the corner of
J. O. Gibson's lot. Thence with said J.
O. Gibson's line N. 13 west 395. feet. S. 72
West 175. feet to a stake in the field
Thence S. 13 East 395. feet to the beginning.
Containing one and Three fifth acres.
Together with all the appurtenances
belonging to the same. To have and
to hold The said lot or parcel of
land unto the said Susan V. Brown
and her heirs forever. And the
said Henry C. Foslyn and Sarah
J. Foslyn. hereby bind themselves
to warrant generally the tract of
land hereby conveyed. against the
claims of all persons whatsoever.
And there being ninety nine dollars
of the purchase money still unpaid
as evidenced by two notes for
forty nine dollars & 50/100 each due
in one and two years from date
and bearing even date with this
deed and signed by Susan V. Brown
and C. R. Brown and bearing interest
from date. a Vendors equitable
lien is hereby retained upon the
lot or parcel of land hereby

Conveyed until the purchase money is fully paid.

Witness the following signatures and seals the day and year first above written.

Henry C. Joslyn 
Sarah J. Joslyn 

Virginia Lee County - to wit:

I, S. T. F. Richmond clerk of the County Court for said County, in the State of Virginia do Certify that Henry C. Joslyn and Sarah J. Joslyn whose names are signed to the above writing bearing date on the 28th day of March 1895, have acknowledged the same, before me in my County aforesaid, Given under my hand this 28th day of March 1895.

S. T. F. Richmond clerk

Virginia, Lee County, to wit:

In the Office of the Clerk of the County Court for said County, the 28th day of March 1895, this deed was presented and, together with the certificate annexed, admitted to record.

Teste: S. T. F. Richmond Clerk

Susan V. Brown

From 3 Deed
H. C. Foslyn &
S. J. Foslyn

Recorded in Deed
Book 32 pag. 530.

C.P.B. No. 12

C 1.25

y .60

\$ 1.75

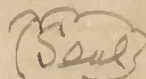
Filed for record made
28th 1895

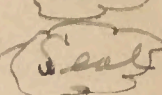
J. W. Richmond clerk

This deed made this 13th
day of June 1906, by and
between William S. Crowell
and M. A. Crowell his wife
of the first part, and Susan
V. Brown, of the other part, all
of the County of Lee and State
of Virginia. Witnesseth: That for
and in Consideration of the sum
of One hundred and Seventy-
five dollars, in hand paid,
the receipt of which is hereby
acknowledged, The said W. S.
Crowell and M. A. Crowell his
wife, do by these presents bargain,
sell, deliver and Convey, unto
the said Susan V. Brown, the
following described piece or
parcel of land, lying and being
in the town of Jonesville, Lee
County Va. on Main Street, and
Known in the plan of said town
as a part of the western part of
lot No. 5, and adjoining the store-
house lot of B. F. & W. R. Leunk,
which was also a part of lot No. 5;
It being 18 feet of the east side
of the lot, left after taking off

31½ feet to said B. F. & W. R. Conk,
which is shown by deed from W. S.
Crowell & wife dated July 25th 1903,
and now of record in Deed Book No 41,
on Page 55. and is bounded as follows.
to wit. Beginning at the curbing on
Main Street N. W. Corner of Conk
Bros Store-house, thence west 18 feet
on Main Street. thence South 164
feet to the South West Corner of
this lot. thence east 18 feet to
Conk Bros. Corner. thence North
with said Conk Bros lot to the
beginning. To have and to hold
the said lot or parcel of land
together with all the appurtenances
thereto belonging unto the said
Susan V. Brown, and her heirs
in fee simple. And by agreement
B. F. & W. R. Conk in building their store-
house, built over on W. S. Crowell's
side three inches, so as to form
one side to a house. said Crowell
might build on this lot. said
Crowell having paid, one half
of the expenses of the Foundation
framing and weatherboarding of

Said side, is now owner of one half of Said wall, which is hereby transferred and deeded to Susan V. Brown. with all my rights thereto. And the parties of the first part hereby warrant generally the title to the lot of land hereby conveyed, against the claims of all persons whatsoever. Witness the following signatures and seals, this the day and year first above written.

W. S. Crowell 

M. A. Crowell 

Commonwealth of Virginia.

Lee County } ss. wit.

J. H. C. Joslyn a Justice of the Peace for the County aforesaid, in the State of Virginia. do Certify, that W. S. Crowell and M. A. Crowell whose names are signed to the writing above bearing date on the 13th day of June 1906. have acknowledged the same before me in my County aforesaid. Given under my hand this 13th day of June 1906.

J. H. C. Joslyn J. P.

Virginia, Lee County, to-wit:

In the Clerk's office of Lee County, on this the 15th day of June, 1906. This deed was presented, and together with the certificate annexed, admitted to record.

Teste:

A. C. V. Burns, Clerk.

W. S. + M. A. Brownell
To. { Deed
Susan V. Brown

Recorded in Deed
Book 44 page 289 to
Examined June 18 1906
Indexed.

C. P. B. No. 13

Pay 50
Clerk 1.25
\$1.75

Account Current for Month of

189

M.C. Moneyhun, Com'r.

"A"

IN ACCOUNT WITH

Powell's Valley Bank, Jonesville, Va.

Cose of Moneyhun vs. Dorton -
(PLEASE EXAMINE AND REPORT AT ONCE.)

1887 Dr.

Cr.

Nov	15	To Amt of Land Sale	1 000 00	Nov	15	By Cost paid out	36 33
				"	"	" Com. on Sale	29 00
				"	"	" Antik-pax. Pl.	400 00
				"	"	" Stale of Pl.	534 67
			<u>1 000 00</u>				<u>1 000 00</u>

Statement

"A"

"6"

M. C. Moneyman, Guardian.

1890		No. M. A. J. Darton, his ward		Dr.	Cr.
Nov	15	Ad 15 of 646 ⁵¹ , the Amt of Guardian funds		129 30	
		" Int an this sum to Nov. 15. 91-		7 75	
		" Total Amt then when ward was 21.		137 05	
1895		" Int an this sum to May 23. 1895;		28 77	
May	15	By cash as per Voucher - "A" 25 ⁰⁰		165 82	
"	23	" " " " " " "B" 25 ⁰⁰		50 00	
May	23	No Balance due.		115 82	
		" Int an Bal to May 26. 96.		6 94	
				122 76	
1896		May 26 By cash as per voucher "C."		36 99	
		No Bal due May 26. 96		85 77	
		" Int an Bal to Nov. 2. '96		2 12	
		No Bal due Ward as of Nov. 1. 96		87 89	

"D"

M. C. Macey her Guardian,
 To his ward,
 Susan Brown.

1890			
Nov	15	To 1/5 of 64 65, the amt of Huntington	129 30
		" Subt-acc this sum to May 23, 95	34 83
95-		" Bal as of May 23, 95	164 13
May	23	By check as per voucher, "C"	81 91
		To Bal due May 23, 95	82 22
		" Subt-acc this sum to Jan 18-	3 28
1896		" Amt due Jan 18, 96 -	85 50
Jan	18	By check	56 56
		To Bal due Jan 18, 96	29 00
96		" Subt-acc sum to Nov. 2, 96	1 45
Nov	2	To Acct due Susan Brown,	30 45

M. C. Macpherson, Guardian.

1890

To, John Dastan, his wards.

Nov	5	To 1/5-0 646.5 - The Amt of Guardianing -	129	30	
		" 1 yrs int- to Nov. 15, '91	7	75	
		" Amt due Nov. 15, 1891	137	05	
		" 1 yrs int as this sum	8	22	
		" Amt due Nov. 15, '92	145	27	
		" Int to Nov. 15, '93 -	8	71	
		" Amt due Nov 15, '93 -	153	98	
		" Int to Nov 15, '94	9	22	
		" Amt due Nov 15, '95 -	163	20	
		" Int - July 16, '96 -	6	52	
1896		" Amt due July 16, 1896	169	72	
July	16	By Cash as per voucher, "H"	81	00	
		No Bal -	88	72	
1896		" Int - to Nov. 2, '96	1	60	
Nov	2	No Amt due John Dastan,	90	32	

1890

M. C. Mancyhine Guardian,
No Jassie Darton his ward.

"G."

Acct	131	No 15. 96 6 ⁵⁻¹	Amt of Guardian funds,	129 30
		"	Due on this sum to Nov. 15, 96	7 75
		"	Amt due Nov 15, 96	137 05
		"	Due to Nov 15, 92	8 22
		"	Amt Nov 15, 92	145 27
		"	Due to Nov 15, 93	8 71
		"	Amt due Nov 15, 93	153 98
		"	Due to Nov 15, 94,	9 22
		"	Amt due Nov 15, 94-	163 20
		"	Due to Jan 25, 95,	8 30
		"	Amt due " "	171 20
			By Amt paid as for voucher, "D"	25 00
			No Bal due Jan 25, 95	146 40
		"	Due to June 9, 1896	8 46
		"	Amt due "	154 86
			By Corkas for voucher, "L"	43 25
				111 61

1896
Jan 9

No Bal.

" Int to July 1.

111 61

55

122 16

July 1

By Amt paid for vacchr. "H." 6⁰⁰

" " " " " J. 8⁸⁰

No Bal. July 1, 1896.

14 80

98 36

1896

" Int to Nov. 1, '96

1 96

Nov 2

No Amt due Jessie Darton

100 32

"G"

M. L. Muncy, Guardian

To Sparty Dantoe his ward -

1890

Nov

15	No Amt due ward, 15-90 646. ³⁷	129 30
	" Amt to Nov. 15-91,	7 75
	" Amt due Nov 15, 1891	137 05
	" Amt to Nov 15, 92	8 22
	" Amt due Nov. 15, 92	145 27
	" Amt to Nov 15-93	8 71
	" Amt due Nov 15-93	153 98
	" Amt to Nov. 15, 94	9 22
	" Amt due Nov 15, 94,	163 20
	" Amt to Nov 15, 1895,	9 79
	" Amt due Nov. 15, 1895	172 99
	" Amt to Nov 15, 1896,	103 7

1896

Nov

15 No Amt due Sparty Dantoe. 183 36

M. C. Moneyhun, Guardian,

In Account with

His several wards.

Statement showing balance in the hands of guardian as of Nov. 1, '96

To Amount due M. A. J. Dorton,	\$87.89
.. .. Susan Dorton Brown,	30.45
.. .. John Dorton,	90.32
.. .. Jossie Dorton,	100.32
.. .. Sparty Dorton.	<u>183.36</u> 492.34
To Total amount due wards Nove. 2, 1896,	\$492.34

Susan Brown et al

vs. } Exhibits
 } A to H. incl-
 } in Lemm. Rep.

M. L. Monaghan.

"Series #1"

\$49.⁵⁰

One year after date, with interest
from date, we promise and bind
ourselves to pay to Henry C. Joslyn
the just and full sum of Forty
Nine dollars & 50/100 for value
received of him in land. and
we hereby waive the benefit of
our Homestead exemption as to
this debt. witness our hands
and seals this 28th day of March
1895. }

Geo. W. Brown Seal
L. K. Brown Seal

Susan V. Brown &
C. K. Brown

To } Note #49.⁵⁰
H. C. Foslyn

to P. B. No 3.

C. P. B. No. 3

1897, March 16. Credit by 1 Cash \$14.⁰⁰
1897, Oct 27. Credit by amt on bill \$25.⁰⁰

HENRY J. MORGAN, President.

C. E. COUK, Cashier.

Powell's Valley Bank.

Jonesville, Va., _____ 189

\$100 - One day after date we bind ourselves to pay John D. Morgan
One Hundred dollars for money loaned, value received and we each waive
the benefit of our homestead exemption as to this debt unless our
heirs and heirs then 7th day of April 1897.

Corrected Dec 10 1897 By Cash \$45.00

Est Brown Seal
Sue V. Brown Seal

C. K. Braunt & wife

To $\frac{2}{3}$ note \$100-

John D. Morgan

C. P. B. No 9

Jonestville, Va. Oct 3d 1906 No.

CAPITAL & SURPLUS
\$ 32,000.



Howell's Halley Bank

Pay to the order of

H. C. Jones

\$34.00

Thirty four

Dollars

First pay on lot no 15 - block no 19 P.O. no. 2 at
Perrington's

See V Brown
by L. K. Brown



H. C. Joslyn

W E Orr Drew

C. P. B. No 2

#49.50

1930

8705

515

Two years after date, with interest
from date. ~~We~~ promise and bind
ourselves to pay to Henry C. Joslyn
the just and full sum of Forty
nine dollars & 50/100 for value
received of him in hand. and
we hereby give the benefit of
our homestead exemption as to
this debt, witness our hands
and seals This 28th day of March 1895.

L. H.

Wm. V. Brown Seal
L. H. Brown Seal

Susan V. Brown
L. K. Brown

To 3 Notes \$49.50

H. C. Forsythe

C. B. B. No 7

be By Cash \$10.⁴⁰ the interest on
the within Note up to Sept 28th 1898.
Oct the 6th 1898.

be By Cash \$3.²⁵ interest on this note
up to Oct 28th 1899. This Nov 3rd 1899.

be By Cash \$3.⁰⁰ interest up to Oct 28th 1900.
This Nov 24th 1900

be By Cash \$3.⁰⁰ interest up to Oct
24th 1901. Nov 26th 1901.

be By \$3.⁰⁰ interest up to Oct 28th 1902.
This Nov 25th 1902.

be By \$3.⁰⁰ int to Oct. 28th 1903. Dec 8th 1903

be By \$3.⁰⁰ int to Oct 28th 1904. Dec 21st 1904

be By \$3.⁰⁰ int to Oct 28th 1905. Dec 9th 1905

\$ 50 -

One day after date the C. H. Brown and Susan B. Brown
his wife, bind ourselves jointly
and severally to pay Henry J. Morgan
Fifty DOLLARS, for value received and we waive the ben-
efit of our homestead exemptions as to this debt.

Witness our hands and seals, this the 1st day of May, 1900.



C. H. Brown [SEAL]

Sue V. Brown [SEAL]

[SEAL]

[SEAL]

Credit	Dec 18 1900	By	2.00	Int from May 1 1900 to Jan 1 1901
"	Feb 20 1902	"	3.00	" " Jan 1 1901 to Jan 1 1902
"	June 4 1903	"	4.29	" " Jan 1 1902 to June 1 1903
"	May 25 1905	"	30.00	on Principal & Int.

B K Brown wife

To { note \$50-

Henry Morgan

OP.B. No. 10

B K Brown wife
To { note \$50-
Henry Morgan

\$100.00

Jonesville Va

Nov 13th 1905-

One day after date, we or either
of us promise to pay Ellsworth
Filmerly One Hundred Dollars for
value received of him, and as to
this debt we waive the benefit of our
homestead exemption

C. H. Brown
Geo V. Brown

note of
L.H. Brown
~~and~~ V. Brown

C.P.B. No 8

Jonestville, Va.

July 22 1907 No.

CAPITAL & SURPLUS
\$ 32,000.



Howell's Halley Bank

(((Pay to the order of)))

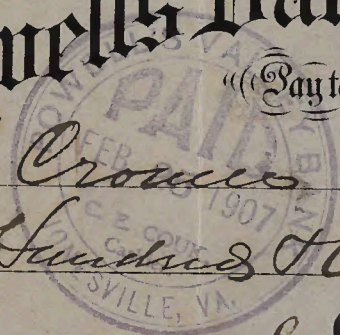
W. S. Croucher

\$201.50

Two Hundred & One & 5/100 Dollars

Baermann &
Molinaro
AMERICAN CO. 520 N.Y. ST. N.Y.

Lucy V. Brown



S.V.B. No 1

2000-1-28-150

Wm J Lawrence

Copy.

\$90.00

March 9, 1903.

One day after date we promise to pay to Sue V. Brown Ninety
No/100 Dollars, for borrow money, Without offset. Value received,
waiving all homestead and exemption laws as to this debt.

Witness hand and seal.

Brown and Orr. (Seal)

A Copy teste:

L. V. Brown

June 1876

or check ~~to~~ Alsthyatt \$60.00

C.P.B. No. 5

Copy.

\$100.00

March 20, 1906.

One day after date we promise to pay to Susan V. Brown
One Hundred no/100 Dollars.

Borrowed money.

Without offset-. Value received, waiving all homestead and
exemption laws as to this debt. Witnessx hand and seal.

Brown and Orr Seal

A Copy Teste:

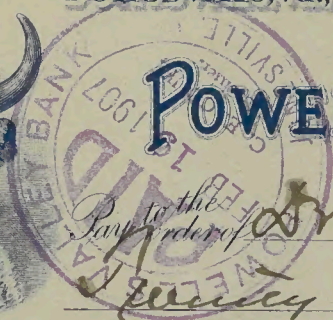
520 C. P. Brown

C.P.B. No. 4

Jonesville, Va.,

July 19

1896 No.



POWELL'S VALLEY BANK

OF JONESVILLE, VA.

Pay to the
order of

Dr. W. L. Spencer

\$25.91

Twenty Five & 91/100

Dollars.

Sam V. Brown

W. L. Seaver

Jonesville, Va., February 16 1907

Mrs C. K. Brown Dec Est.

Jonesville Va

IN ACCOUNT WITH

W. L. SPENCER, M. D.

From ----- To -----

1906

CR

DR

Mch	7	To amt. from old ledger		75-
"	7	To med self		50
June	14	By order Pm Ball To est	4 00	4 00
Aug	17	By Board Bldg 2ms @ 8 ⁰⁰	16 00	
"	"	To House rent from Mch 2 nd to Oct 18 '06		37 66
Oct	6	To attention wife	2 00	2 00
Jan	6	1907. To vis self		1 00
				45 91

Received payment of the above
account in full this Feb. 14-1907
by hand of Mrs C. K. Brown
W. L. Spencer.

C. K. Brown Acc. Est.

Jonestville, Va. *Feb 4* 1907 No. _____



Howell's Valley Bank

Pay to the order of _____

Dr. James E. Ewing
Cashier.

\$ *61* ^{*25*} _{*-*}

Sixty - One

25

Dollars

*For Attention of
C. K. Brown, Dec'd.*

Lucie C. Brown

J. S. Ewing

Jonestville, Va.

Feb. 12 1907 No.

CAPITAL & SURPLUS
\$ 32,000.



Hammell's Valley Bank

Pay to the order of

Couch Bros

\$ 43 ¹⁴/₁₀₀

Forty-Three

Dollars

For store acct in full
against C. H. Brown, Decd. Due v Brown

Bank Bm.

Jonesville, Va. Feb 12 1907 No.

CAPITAL & SURPLUS
\$ 32,000.



Howell's Halley Bank

(((Pay to the order of)))

A. C. Jaslyn

\$ 10²⁵/₁₀₀

Dollars

in full accord
against J. K. Brown
Died t. Mrs.

Due to Brown

• H. C. Joslyn

Jonestville, Va. Feb. 25- 1907 No.

CAPITAL & SURPLUS
\$ 32,000.



Powell's Halley Bank

(Pay to the order of))

J. B. Babson & Sons \$ 7.94
Seven ⁹⁴/₁₀₀ Dollars

Luc. W. Brann

Pay to the Order of
The Peoples Nat'l Bank of Jonesville,
Jonesville, Va.

J. R. Gibson & Sons

Pay Any Bank, Banker or Trust Co.
OR ORDER.

All Prior Endorsements Guaranteed

THE PEOPLES NATIONAL BANK
of Jonesville, Va.

JNO. W. HYATT, - - Cashier.

Jonestville, Va.

May 22 1907 No.

CAPITAL & SURPLUS
\$ 32,000.



Hobbs's Valley Bank

Pay to the order of

O. C. Lee

\$ 350

Thirty Five

and

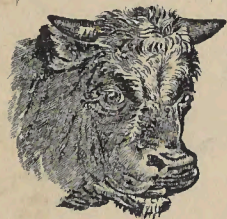
Dollars

Due & Payable

O. B. Lee

Jonestville, Va. *Jan 10* 190*7* No. *84*

CAPITAL & SURPLUS
\$ 32,000.



Hammell's Halley Bank

(((Pay to the order of)))

L. E. Wilson

\$ *40*^{*84*}

Forty & 84/100

Dollars

For service *in*

Geo W Brown

• P. E. Wilson

Jonesville, Va. Nov 8 1907 No. 2944

Howell's Valley Bank

\$60 80

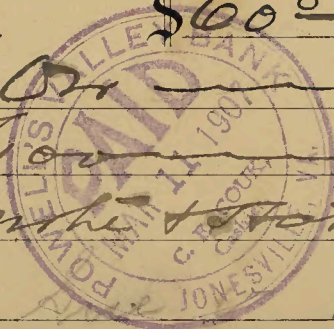
Pay to the
order of

J. W. & W. E. Orr

Sixty & 80/100

Dollars

For 13 ac on note & 402 C. K. Brown



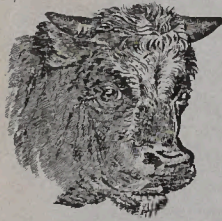
Pay to the order of
POWELL'S VALLEY BANK,
JONESVILLE, VA.

J. W. & W. E. ORR.

Jonestville, Va. *January 5* 1906 No. _____

CAPITAL & SURPLUS

\$ 32,000.



Hobwell's Halley Bank

Pay to the order of

Dr. F. W. Barnard

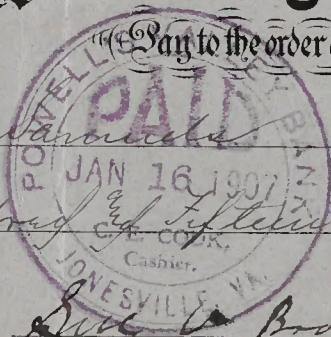
\$ *115⁰⁰*

One Hundred and Fifteen

Dollars

For Medical Attendance

Lucas Brown



Deposit to acct of
J. W. Samuel
WB-3 to 12

THE PEOPLES NATIONAL BANK,
of Jonesville, Va.
All Prior Endorsements Guaranteed
OR ORDER.
Pay Any Bank, Banker or Trust Co.

Pay to the
ANY BANK OF
(PRIOR ENDORSEMENT)
JAN 14 1907

The First National Bank
Bristol, Tenn.

C. W. Ward
PAY TO THE ORDER OF
ANY BANK OR BANKER
PRIOR ENDORSEMENTS GUARANTEED
CITY BANK OF RICHMOND
RICHMOND, VA.
J. W. Samuel

ANY BANK OR BANKER
PRIOR ENDORSEMENTS GUARANTEED
UNION NATIONAL BANK
JAN 10 1907
A. R. WHITE, Cashier
LOUISVILLE, KY.

Received

Feb. 5th 1907

FROM Susan V. Brown

Eighty-four DOLLARS

in lieu of Receipt dated Feb. 4 for $57\frac{1}{2}$ _{xx}

\$84⁰⁰_{xx}

J. A. G. Hyatt
By J. A. G. Hyatt

Jonestville, Va. Feb 5th 1907 No. 2

CAPITAL & SURPLUS
\$ 32,000.



Hobwell's Halley Bank

Pay to the order of

J A G Hyatt

\$ 84.00

Eighty four

no 100

Dollars

Due & Brauer

Amount in full
of to M Blumher
Lumber,
A.M. SPEED CO. 52 DYS ST. N.Y.

J. A. G. Hyatt

Pay Any Bank, Banker or Trust Co.
OR ORDER.

All Prior Endorsements Guaranteed

THE PEOPLES NATIONAL BANK,
of Jonesville, Va.

JNO. W. HYATT, - - Cashier.

D. V. B. No 2

Jonesville, Va., March 20 1896 No. _____



POWELL'S VALLEY BANK
OF JONESVILLE, VA.

Pay to the order of Brown & Co. \$100-00
One Hundred ——— Dollars.

for Borrowed money

Samuel V. Brown
by L. H. Brown

Thompson

C. P. B. No. 4

Jonesville, Va., Feb 20th 1896 No.



POWELLS VALLEY BANK

OF JONESVILLE, VA.

Pay to the order of *St. C. J. Goss*

Fifty two

\$ *52 20*

Twenty

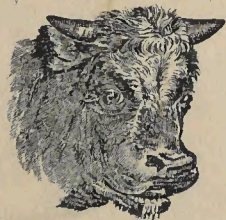
Saml. Brown

H. C. J. J. J. J.

O. B. B. No 14

Jonestville, Va. *Nov 31st* 1906 No. _____

CAPITAL & SURPLUS
\$ 32,000.



Hobwell's Valley Bank

Pay to the order of)))

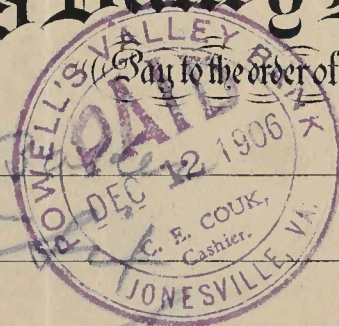
Mr A D

\$ 26⁰⁰

Twenty

Dollars

For Rent



Sam O Brown

W. A. Barr
Hamblin Bros.

Pay Any Bank, Banker or Trust Co.
or order
Endorsements Guaranteed
Interstate Finance and Trust Co.
Big Stone Gap, Va.
A. L. Witt, Treasurer.

C. B. B. No. 15

Pay to the Order of
Bank, Banker or Trust Co.
DEC 10 1906
BANK OF RICHMOND
RICHMOND, VA.
J. K. SANDS, V. P. & Cashier

\$144³⁷



Jonesville Va Jan 1st 1896

Our date after date & promise to pay to
the order of Bank & Co

One hundred forty four ³⁷/₁₀₀ Dollars

at
Value received

we are giving the benefit of the fronted
Law as to this debt
have 3 seals

No. Due

less
Due

1896

Jan 28 on on note \$ 50⁰⁰
" " " 10⁰⁰

144
60

84

C.P.B. No. 16

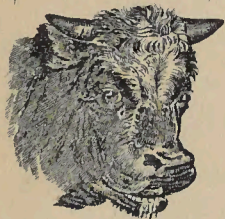
144

60

84

Jonestville, Va. *June 14th* 1906 No. _____

CAPITAL & SURPLUS
\$ 32,000.



Hobbs' Halley Bank

(((Pay to the order of)))

W. S. Crowell

\$ *175⁰⁰*

One Hundred & Seventy five

Dollars

Sam V Brown
by *Sam V Brown*

W. S. Lowell

Jonestville, Va. Aug 29th 1906 No. _____

CAPITAL & SURPLUS
\$ 32,000.



Howell's Valley Bank

(((Pay to the order of)))

W S Crowell

\$ 50⁰⁰

Five

Dollars

for work on house

Sam H. Brown
by att. Brown

W. S. Crowell

Jonestville, Va. Aug 11th 1906 No.

CAPITAL & SURPLUS
\$ 32,000.



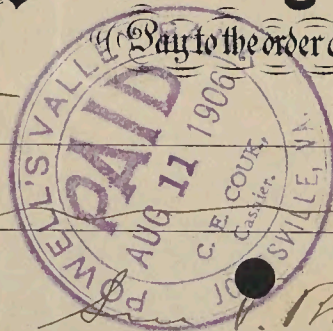
Powell's Valley Bank

(Pay to the order of))

J. L. Potter

\$ 20⁰⁰

Twenty
for number.



Dollars

J. L. Brown
by, C. E. Brown

J. B. Patten
Olen Patten

Jonestville, Va. Aug 18th 1906 No.

CAPITAL & SURPLUS
\$ 32.000.



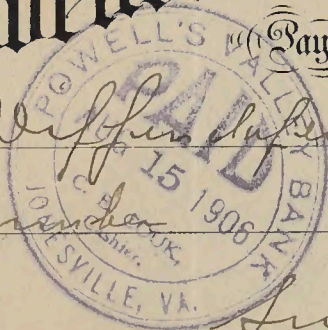
Powell's Valley Bank

Pay to the order of

J. L. Duffinschlager
for ranch

\$ 10 ⁰⁰/₁₀₀

Dollars



Sam V Brown
by teller

J. B. Dufferin

Jonestville, Va. *Aug 27* 1906 No. _____

CAPITAL & SURPLUS
\$ 32,000.



Howell's Valley Bank

(((Pay to the order of)))

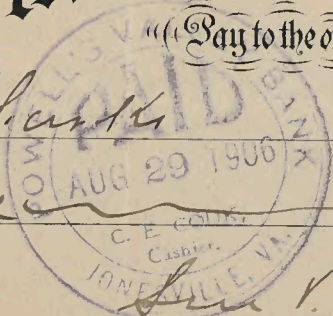
J. W. Sparks

\$ 1228

Twelve

Four hundred

28 Dollars



Sam V. Brown

By Sam V. Brown

J. W. Sparks

Jonestville, Va. *Sept 8th* 190*6* No. _____

CAPITAL & SURPLUS
\$ 32.000.



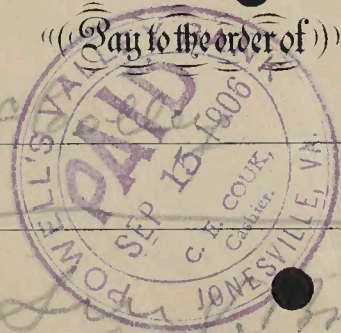
Howell's Halley Bank

(((Pay to the order of)))

James Mc
fourteen
40 hundred.

\$ *14.00*

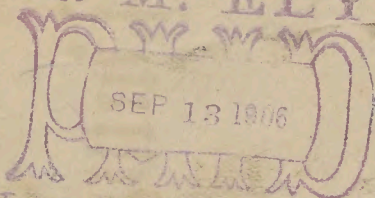
Dollars



192-

James McCauley.

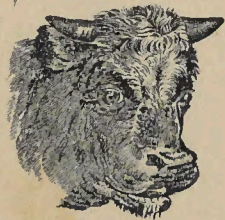
A. M. ELY.



Treasurer of F. County, Va.

Jonestville, Va. Sept 25th 1906 No.

CAPITAL & SURPLUS
\$ 32,000.



Howell's Valley Bank

Pay to the order of

W. S. Crowell

\$ 64⁸⁶

Sixty four⁸⁶

Dollars

No. Store front

Wm V Brown
by C. K. Brown

W. S. Lowell

Jonestville, Va. Oct 10th 1906 No.

CAPITAL & SURPLUS
\$ 32.000.



Powell's Valley Bank

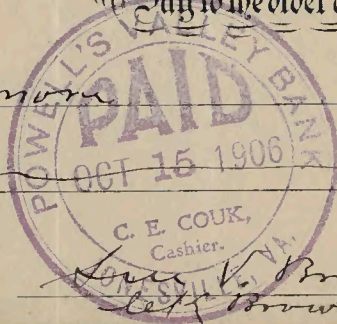
Pay to the order of

J. J. Blakmore

\$ 5.00

Five
for lumber

Dollars



John V. Brown
Clerk

J. J. Blakemore

B. M. Morgan

Jonestville, Va. Oct 3^d 1906 No.

CAPITAL & SURPLUS
\$ 32,000.



Howell's Valley Bank

(((Pay to the order of)))

Green of Ford

\$ 4 $\frac{73}{100}$

Four

$\frac{73}{100}$

Dollars

no number.

Lee M. Brown
Cashier

Brent Oxford

41097

31050

721.47

41710

304.37

1698

321.35

321.35

11837

202.98

5712

6125

.37

Jonestville, Va. Oct 18th 1906 No.

CAPITAL & SURPLUS
\$ 32,000.



Hobwell's Valley Bank

((Pay to the order of)))

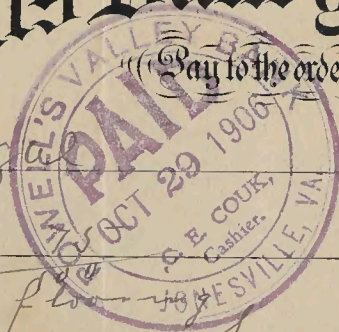
N. Wygal

\$ 18⁷⁵-

Eighteen

Dollars

For lumber for floor



Sam V. Brown
by L. K. Brown

N Wygal

Jonestville, Va. *Nov 5th* 1906 No. _____

CAPITAL & SURPLUS
\$ 32.000.



Powell's Valley Bank

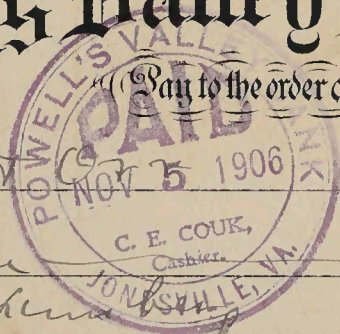
((Pay to the order of)))

Brown & Co

\$ *65-00*

*Sixty five
four pottet den*

Dollars



*Wm V. Brown
by Chas Brown*

Brown & On

"Crown House
Chicks"

Filed with
C. P. Brown Depont

11 Chicks

Bills

vs

Brown & Odie

PENNINGTON BROS.

ATTORNEYS-AT-LAW,

PENNINGTON GAP AND JONESVILLE, VA.

Hammett
From.

82
1.63
84
27
24
21
11

17

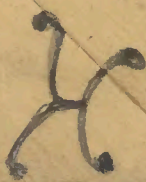
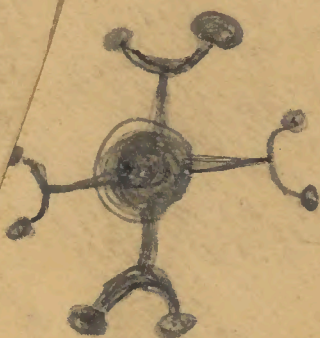
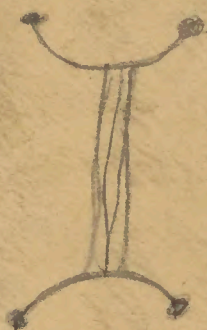
0.0

4

4

4

2



Prompt Settlement as per terms of Contract
expected. Interest charged on
Deferred Payments.

STATEMENT OF ACCOUNT

Private Checks cannot be credited on this ac-
count. Remit Bank Draft, Postal Order, or
Currency by Express, charges prepaid.

MACEDON, N. Y.,

NOV 6 1906

190

Messrs. Brown & Co.,

Jonesville, Va.

\$

IN ACCOUNT WITH BICKFORD & HUFFMAN CO.

DIV. A. S. M. CO.

FORM 30 B & H

1906

Sept	11	To	1-8x8 Feet	Disc	- Ba. from	J. Branson	60 00
		✓	1	✓	✓	✓	60 00
		✓	1	✓	✓	✓	60 00
	17	✓	1 6x8	✓	✓	B. Huffman Co	54 00
Oct	17	"	1-8x8	"	"	" Lynchburg.	60 00
	24	"	1-8x8	"	"	" Bristol	60 00

PAID

FEB 2 1907

Check No.

for \$190.95

354.00

C. C. HYATT, PREST.

J. R. McNUTT, VICE-PREST. & GENL. MGR.

Brandon Printing Co.

A. T. HULL, SECY & TREAS.

Norton Hardware Co.

WHOLESALE DEALERS IN
HARDWARE, STOVES AND TINWARE,
MINE AND MILL SUPPLIES,
DOORS, SASH AND CEMENT.

Norton, Va.

Oct. 2, 1906.

Sold to

Brown & Orr,

Jonestille, Va.

2 kegs 10d wire nails

@ 2.25

4.50

PAID

FEB 2 1907

Check No. _____

C. C. HYATT, PREST.

J. R. McNUTT, VICE-PREST. & GENL. MGR.

H. E. HYATT, SECY & TREAS.



Norton, Va. January 16, 1907.

Jas. W. Orr,
Jonesville, Va.

Dear Sir:-

Replying to your favor of January 15th, we hand you herewith statement of our account against Brown & Orr. There is due \$4.50 for one bill purchased October 2nd.

Yours very truly,

NORTON HARDWARE COMPANY,

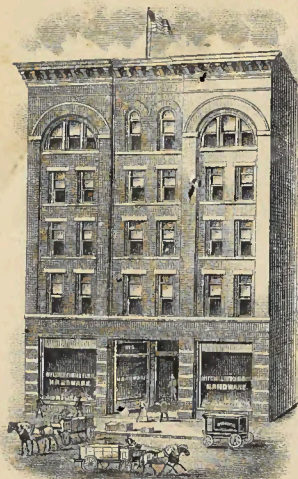
Hull

Hull.

Norton Hardware Co
Bill #450

Filed in evidence
by agreement of
Counsel.

OUR RESPONSIBILITY CEASES WHEN GOODS ARE DELIVERED TO RAILROAD COMPANY IN GOOD ORDER
 J. D. MITCHELL, PREST. J. P. YOUNG, V. PREST. W. B. GILLESPIE, SEC'Y. H. W. POWERS, TREAS.



MAIN BUILDING, 40 OFFICE, STATE STREET.

ESTABLISHED IN 1880

MITCHELL-POWERS HARDWARE CO.

INCORPORATED.

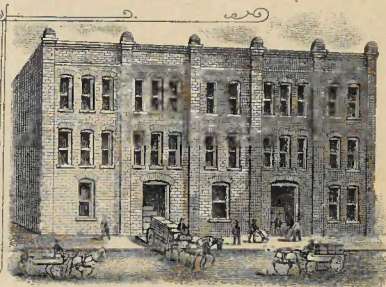
WHOLESALE HARDWARE

GENERAL AGENCIES

OLIVER CHILLED PLOWS,
 FAIRBANKS SCALES,
 HAMMAR PAINT,
 CAMPBELL CORN DRILLS,
 ATKINS SAWS.

SPECIAL LINES

PIPE, VALVES, FITTINGS, BELTING,
 PACKING, PUMPS, ETC.
 MINING, RAILROAD, & CONTRACTORS SUPPLIES,
 CUTLERY, STOVES, TIN WARE AND
 VEHICLES.



CUMBERLAND ST. WARE HOUSE
 ERECTED 1903. 90 X 135 FT.

613 & 615 STATE STREET,

Bristol, Va. Tenn.

NOV 23 1906

190

Sold to Brown & Co
 Terms: Coonata

48
 80

3' 20 12' Neal C. Loppers	203	609	✓
5' Nivies for 12 "	52	150	✓
3 Plates " 12 "	40	120	✓
8 Bars 1 1/2" x 1/2" In 447 #	300	894	✓
1/2" 29 f" Wrenches	300	150	✓
1/4" 1" Hawk Eye "	425	106	✓
for 2009		10	50.09
Box way			✓

PAID
 FEB 2 1907

Check No.

$$\begin{array}{r}
 1650 \quad (137\frac{1}{2}) \\
 12 \\
 \hline
 45 \\
 36 \\
 \hline
 90
 \end{array}$$

$$\begin{array}{r}
 2610 \\
 \hline
 442
 \end{array}$$

FOLIO

MONTHLY STATEMENT

BRISTOL, VA.-TENN.

JAN 1 - 1907

M.

IN ACCOUNT WITH

MITCHELL-POWERS HARDWARE CO.

ESTABLISHED IN 1880

GENERAL AGENCIES

OLIVER CHILLED PLOWS

FAIRBANKS SCALES

HAMMAR PAINT

CAMPBELL CORN DRILLS

ATKINS SAWS

WHOLESALE

HARDWARE

613-615 STATE STREET

SPECIAL LINES

PIPE, VALVES, FITTINGS
BELTING, PACKING
PUMPS, ETC.MINING, RAILROAD AND
CONTRACTORS' SUPPLIESCUTLERY, STOVES
TINWARE AND VEHICLES

INTEREST AT 6 PER CENT. ADDED AFTER MATURITY

THE KING PRINTING CO., BRISTOL, TENN.

BALANCE

BILL RENDERED

2430

100

2330

Amount past due is \$3.21, and we will thank h
you to mail us your check for this small amount
so we can balance our books.

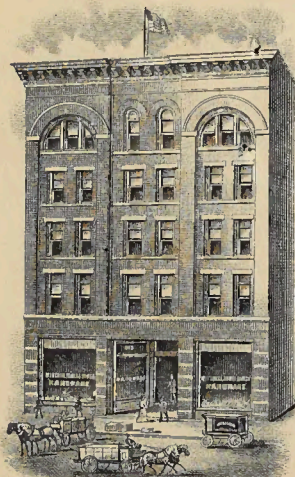
Yours truly,
Mitchell-Powers Hdw.Co.,
Per

J. D. MITCHELL, PREST.

J. P. YOUNG, V. PREST.

W. B. GILLESPIE, Sec'y.

H. W. POWERS, TREAS.



MAIN BUILDING AND OFFICE, STATE STREET.

ESTABLISHED IN 1880

MITCHELL-POWERS HARDWARE CO.

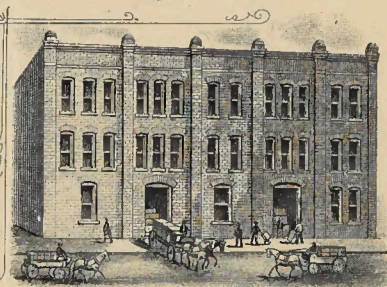
INCORPORATED.

WHOLESALE HARDWARE

GENERAL AGENCIES
OLIVER CHILLED PLOWS,
FAIRBANKS SCALES,
HAMMAR PAINT,
CAMPBELL CORN DRILLS,
ATKINS SAWS.

SPECIAL LINES
PIPE, VALVES, FITTINGS, BELTING,
PACKING, PUMPS, ETC.
MINING, RAILROAD AND CONTRACTORS SUPPLIES,
CUTLERY, STOVES, TIN WARE AND
VEHICLES.

613 & 615 STATE STREET,



CUMBERLAND ST. WARE HOUSE
ERECTED 1903. 90 X 135 FT.

Brown & Orr,
Jonesville, Va.
Gentlemen:-

Bristol, Va. Tenn. 12/6/06 190

In regard to the corn drill brushes, wish to advise that these were packed in one of the hoppers and may have been lost by the Railroad Company, and we credited you with 56¢ on invoice of Feb. 10th which is shown in our statement, but we cannot credit you with the 68¢ for piece broken on the corn drill, as this was done by the transportation company, and you will have to make claim against them. We wrote you this fact last April. We do find, however, that we should have only charged you \$11.00 for the corn drill shipped from here, and have credited your account with \$1.00. We never make the same price shipped from stock as we do from factory, which we have written you heretofore, and if you will refer to our letter we wrote you last spring you will find that this statement is correct. You are due us a balance of \$3.21, and we are anxious to get this old balance closed by the first of the year, and will thank you to let us have check for this amount.

Yours truly,
Mitchell-Powers Hdwe. Co.,
Per

G/D

We promise to pay to James W Orr Three hundred and
seventy two + $\frac{92}{100}$ dollars for value received. Waiving
the homestead exemption as to this debt. Given
under our hands. March 23rd 1894.

Brown & Orr

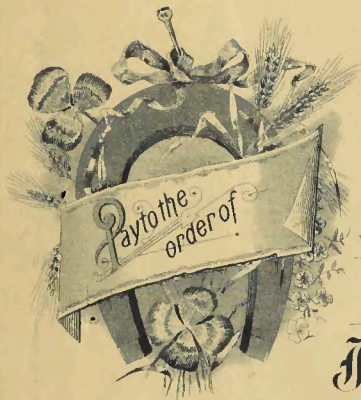
Brown & Orr

To 3/4 note \$372.92

James W Orr.

"Exhibit B"
with Bill

BROWN & ORR.
AGRICULTURAL IMPLEMENTS, &C.

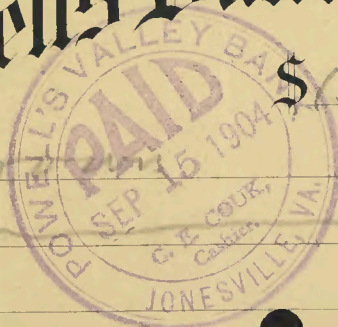


Jonesville, Va.

Sept 10

190*4* No. *453*

Howell's Valley Bank



Let Brown
Orr

\$ *50*

50 Dollars

For

Brown & Orr

OK Brown
Mute on

h

BROWN & ORR,
AGRICULTURAL IMPLEMENTS, &C.



Jonesville, Va. *Aug 8* 1904 No. *482*

Howell's Valley Bank

M. Wilder
one *For corn* *20* Dollars
Proctor

PAID
AUG 9 1904
J. E. COOK, Cashier
JONESVILLE, VA.

Wm. H. Under.
Carr. Boro,

M

BROWN & ORR,
Agricultural Implements, &c.

Powell's VALLEY BANK

No. 418

OF JONESVILLE, VA.

Jonesville, Va. June 4th 1903

Pay to the order of S. J. Morgan

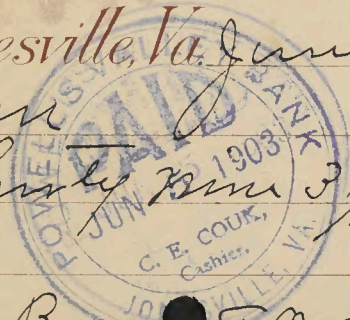
One Hundred & Thirty Nine $37/100$ Dollars

For Borrowed Money.

\$4,29. for 1813.

Brown & Orr

Jonesville & C. Jonesville, Va.



St J Morgan

T



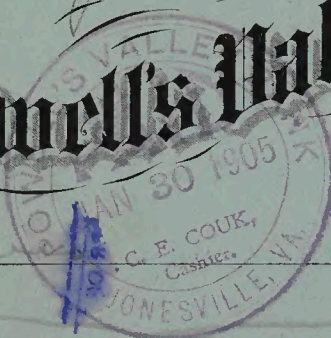
Jonesville, Va. Jan 30 1905 No.

Hodmells Valley Bank

\$14.68

**Pay to
THE ORDER
OF**

Am Selva



Frontier
For Cash B-

68 Dollars

Brown & Son

BROWN & ORR,
Agricultural Implements, &c.



Powell's VALLEY BANK

No. 474

OF JONESVILLE, VA.

Jonesville, Va. Sept 2 1899

Pay to the order of M. G. Fitchmon \$6.24
Six 24/100 Dollars

For Hay 1899

Brown & Orr

Jonesville 1899 C. Jonesville, Ky.

M G. H. H. H. H. H.

BROWN & ORR,
Agricultural Implements, &c.



Powell's VALLEY BANK

OF JONESVILLE, VA.

No. 499

Jonesville, Va. July 21 1900/89

Pay to the order of Callahan Standard

From No. 100

For C. H. B.

\$4⁰⁰
Dollars

Brown T Orr

Elkanah Stewart

August
Wheeler

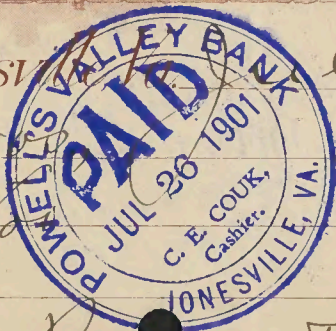
BROWN & ORR,
Agricultural Implements, &c.

Powell's VALLEY BANK

OF JONESVILLE, VA.

No. _____

Pay to the
order of *Starch Bros*
Twenty one 05
For



by 15-1891
\$21.05
Dollars

Brown & Orr
R

Pay to the order of
THE CITY NATIONAL BANK,
KNOXVILLE, TENN.
STERCHI BROTHERS.

PAY TO THE ORDER OF
THE NORFOLK NATIONAL BANK
NORFOLK, VA.

PAY TO THE ORDER OF
 ANY BANK OR BANKER,
 JUL 18 1901
 JUL 19 1901
 JUL 24 1901
 NATIONAL EXCHANGE BANK,
 LYNCHBURG, VA,
 JAS. T. SCHMAN, - - Cashier

Checks drawn on
1st charged in
Brown's acct.

Exhibit

Clocks 1 to 43, filed
with deposition of W. E. Orr



PITTSBURGH STEEL COMPANY

GENERAL OFFICES.

FRICK BUILDING.

MILLS AT

MONESSEN AND GLASSPORT, PA.

Invoice No. 68467
 F. D. No. 819
 Salesman 1087
 Mill Order No. 93303
 Customers Order No. 10/26/06
 F. O. B. Pgh
 Car No. and In CB&Q 26299
 Route Erie c/o N&W c/o L&N
 Terms 60 days net 2% 10 days

Sold to Pittsburgh, Pa. Nov 28 1906
Brown & Orr,
Jonesville, Va.

PAYABLE IN CHICAGO OR NEW YORK EXCHANGE
 ALL BILLS NOT PAID PROMPTLY WHEN DUE ARE SUBJECT
 TO SIGHT DRAFT WITHOUT NOTICE
 CLAIMS FOR ERRORS OR SHORTAGES MUST BE MADE
 WITHIN FIVE DAYS AFTER RECEIPT OF GOODS.

FROM DATE OF INVOICE

NO. PKGS.	KIND	DESCRIPTION	WEIGHT	PRICE	AMOUNT	TOTAL
--------------	------	-------------	--------	-------	--------	-------

2	40	Rod Rolls 267 x 6 PPFence	80 Rds.			
1	20	" " " "	20 "			
1	10	" " " "	10 "			
4			110 "			

.75 82.50 ✓

59.40 ✓

✓ 23.10

PAID

FEB 2 1907

Check No. _____

Shipped to A. M. Ely, Ocoonita, Va.

*Alex Ely for this wire
from Dupont*

2% Cash Discount allowed ten days from date
 of invoice. No discount after that date.

82.50
 72.20
 16.50
 57.70
 59.40



PITTSBURGH STEEL COMPANY

WIRE RODS, BRIGHT, ANNEALED AND GALVANIZED PLAIN WIRE,
BARBED WIRE, WIRE NAILS, STAPLES,
STEEL HOOPS, BANDS AND COTTON TIES.

GENERAL OFFICES,
~~605 FORTH AVE.~~ FRICK BLDG.
MILLS AT
MONESSEN AND GLASSPORT, PA.

Pittsburgh, Pa. Jan. 18, 1907.

Mr. James W. Orr,
Jonesville, Va.

Gentlemen:-

In reply to your letter of the 15th inst., we hand you
herewith statement of our account against Brown & Orr showing
the amount due us of \$23.10.

Yours truly,

PITTSBURGH STEEL CO.

W. H. Given
Auditor.

G-P

STATEMENT



Pittsburgh, Pa. *1/18/07*
Brown & Orr
Jonesville Va
In Account with

PITTSBURGH STEEL COMPANY

FRICK BUILDING.

Terms

Nov 28 *60* *7310*

ACCOUNTS NOT PAID WHEN DUE BEAR INTEREST AT THE RATE OF
6% PER ANNUM, FROM DATE OF MATURITY.

STATEMENT

Chattanooga, Tenn.

Apr 1 1907

M

Brewer & Orr

Jameville Va

TO SOUTHERN SADDLERY CO. DR.

MANUFACTURERS AT WHOLESALE

Harness, Saddles, Collars, Bridles, Etc.

TERMS

FOLIO

417

To Account Rendered,

Bue

8396

To Merchandise,

Int. to date

85

8481

We trust You will not
let apt of protest

check Apr 6 1906.

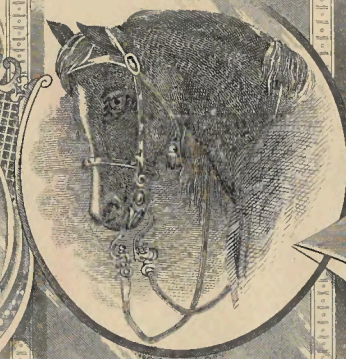
\$ 84.81

We send Statements the first of each month, FOR COMPARISON with your books, not as DUNS. Please report any errors. If account is due, remit New York, St. Louis, or New Orleans Exchange, or P. O. Order, not Local Check, as it costs to collect it. Not hearing from you by the _____ inst. we will make draft at _____ days sight for account due, viz: \$ _____

Yours truly,

SOUTHERN SADDLERY CO.

MANUFACTURERS
AT
WHOLESALE.



SOUTHERN
Saddlery
Co.
HARNESS, SADDLES
COLLARS, BRIDLES ETC.

1420-1426
WHITESIDE ST.

CHATTANOOGA, TENN., 4/4/07.

Brown & Orr,

Jonesville, Va.

Gentlemen:-

We herewith enclose statement of your account with us.
Beg to advise that this account is long past due and it has become
necessary for us to collect all old accounts, we will ask you to
let us have check to balance sometime before the 8th, and if we
do not receive same we will be compelled to make draft, which we
hope will be convenient for you to protect.

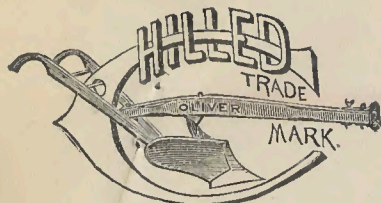
Thanking you in advance for same, we are

Yours very truly

Sau. Sal. Co.

F. N. LEWIS.

SAM'L R. CHAMBERS.

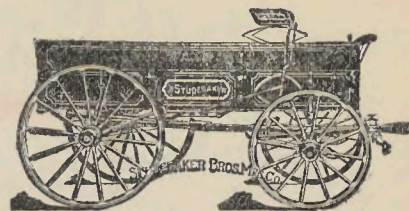


Lewis & Chambers,

WHOLESALE DEALERS IN

Farming Implements

AND Field Seeds.



THE CELEBRATED OLIVER CHILLED PLOW.

THE CELEBRATED STUDEBAKER WAGON.

SEEDS ARE NET GOODS AND STRICTLY CASH.

Sold to

John and Orr

Louisville, Ky.,

Oct 12

190*6*

Jonesville Va

TERMS:

MAIL PHONE PERSONAL

1 #5 Tandem Mille

20 00

\$ 50 00

To - Tom Bads - Hazan Va

PAID

FEB 2 1907

Duplicate

Check No. _____

LEWIS & CHAMBERS

OLIVER PLOWS
BROWN CULTIVATORS
THOMAS GRAIN DRILLS

PURE
FIELD
SEEDS

STUDEBAKER WAGONS
DICK FEED CUTTERS
SOUTHERN DISC HARROWS

SEED QUOTATIONS ARE SUBJECT
TO MARKET CHANGES

246 AND 248 WEST MAIN STREET

LOUISVILLE, KY.

Jan., 23, 1907.

Mr. Jas W. Orr,
Jonesville, Va.

Dear Sir,--

We are just in receipt of yours of the 22nd and we regret to learn of the death of your partner Mr. Brown. We knew he was sick but didn't know he was seriously ill. We had a letter signed C. R. Brown early in this month advising us of his sickness. This letter was written in response to a letter to the firm in regard to the little item of \$20.00 which was then past due. As you seem to know nothing about this and are not able to find the invoice we herewith enclose you a duplicate of it.

Yours truly,

(C)



SEE TERMS. If not correct report immediately.

Order No. 50373
 Your order of 11/22
 Salesman FW H224
 Shipped via 5844

PARRY MFG. CO. Buggies, Surreys, Road Wagons, Etc.

Indianapolis, Ind. 12/7/06

Terms { net 10 days

All Remittances should be made direct to us. We will not be responsible for payments made to Agents without written authority from us.

It is expressly understood that the goods shipped on this invoice shall in no case be disposed of except in the usual course of trade to bona-fide purchasers for value, and that all said goods or the proceeds received from the sale thereof, shall remain the property of the Parry Mfg. Co., or their assigns, until fully paid for in money.

Sold to

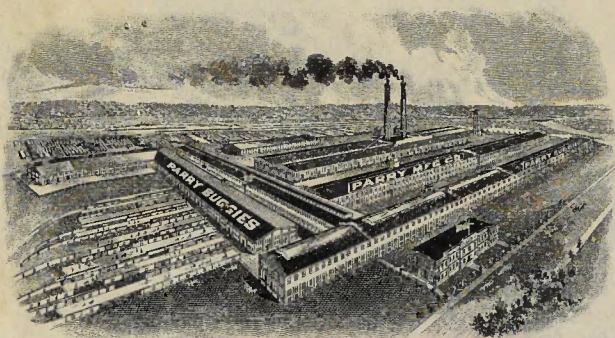
Brown & Orr
 Jonesville, Va

Quantity	Catalogue No.	Arch or Drop Axle	Striping on Body	Color Gear	Width Track	Style Wheels	Width Tire	Height of Wheels	Size Body	Trimmings, Cushion, Back, Etc.	Bow Top	TRIMMINGS				Pole or Shafts	EXTRAS	
												Quarters	Roof	Back	Side			
1	2540	a	str	car	with	pat	1	40/44	24	lea	4	2	R	R	R	D+p		4/60
Shipped to Occombe Va																		
<div>PAID</div> <div>FEB 2 1907</div> <div>Check No. 5041</div> <div>60</div>																		
<div>Order</div>																		

NOTICE.—NO CASH REPAIR BILLS ALLOWED. OUR LIABILITIES CEASE WHEN R. R. RECEIPT FOR GOODS.
 For all Breakage, Shortage or Damage while in Transit, make your Claim against the Railroad Co.

Address all correspondence to the Company at Indianapolis, Indiana.

D.M. PARRY, PRES.
E.R. PARRY, Vice PRES.
L.D. GUFFIN, Sec'y. T.H. PARRY, GEN'L SUPT.
S.C. PARRY, TREAS.



OUR NEW PLANT: THE LARGEST AND BEST EQUIPPED IN THE WORLD.



A B C Telegraphic Code used.
"Cable Address: PARRY, INDIANAPOLIS"

Indianapolis, Ind., U.S.A. 1-17-07

Mr. Jas. W. Orr,
Jonesville, Va.

Dear Sir:-

We regret very much your notice of the death of your Mr. Brown. Our relations with your firm, while of a strictly business nature, have been exceedingly pleasant at all times.

Your account with us at this time stands as per statement enclosed, with a balance of \$45.87. We enclose a copy of invoice December 27th. The balance of \$4.47 is deduction made from shipment of August 10th, under the impression that there was an overcharge in the freight of that amount. We found on figuring over the freight bill, that the actual overcharge was \$2.26. For this amount we have entered claim against the Railroad Co. in your name.

Inasmuch as your affairs have taken this turn, presume you will endeavor to close up all items as speedily as possible. The entire account is now past due, and if you will let us have remittance by return mail less the \$2.26, we will permit this amount to stand open on your account until it is paid by the Railroad Co.

We trust it will be your pleasure to forward remittance by return mail in accordance with the above.

Yours very truly,

L. T. - 10

PARRY MFG. CO.

E. H. Habig

WE MAKE THE PRICE.

STATEMENT

PARRY MFG. CO.

The LARGEST and BEST EQUIPPED
CARRIAGE FACTORY in the WORLD

Mail all remittances direct to the Company at Indianapolis
Agents not authorized to collect or receive money

Indianapolis, Ind. *Jan'y 17* 1907

Brown & Orr

Jonesville, Va.

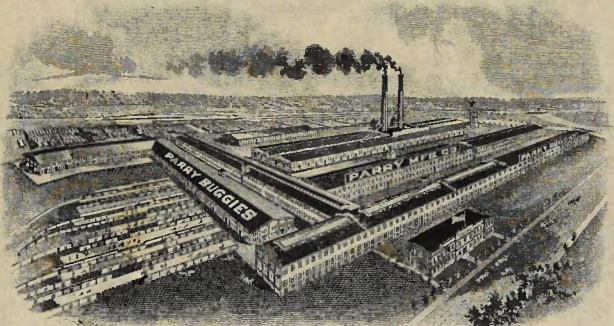
<i>127</i>	<i>Dec a/c over chqft</i>	<i>427</i>
	<i>Mar 10</i>	<i>41 60</i>
		<i>45.87</i>

SUBJECT TO SIGHT DRAFT

Interest charged on all past due accounts

Address all correspondence to the Company at Indianapolis, Indiana.

D.M. PARRY, PRES.
E.R. PARRY, VICE PRES.
L.D. GUFFIN, SECY. T.H. PARRY, GENL. Supt.
S.C. PARRY, TREAS.

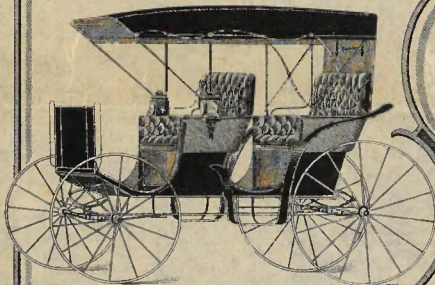


OUR NEW PLANT: THE LARGEST AND BEST EQUIPPED IN THE WORLD



A. B. C. Telegraphic Code used
"Cable Address: PARRY, INDIANAPOLIS"

Indianapolis, Ind., U.S.A. 1-28-07



Messrs. Brown & Orr,

Jonesville, Va.

Gentlemen:-

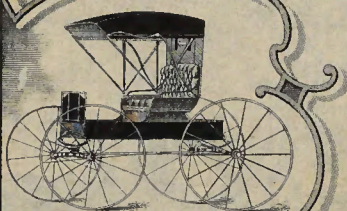
We trust to receive remittance without further delay covering your account, \$43.61, as detailed in our letter of the 17th. The account is now three weeks past due, and we would be pleased to have remittance.

Yours very truly,

L.T. - 10

PARRY MFG. CO.

E. H. Haby Cash



WE MAKE THE PRICE.

BROWN & ORR,
AGRICULTURAL IMPLEMENTS, &C.



Jonesville, Va. Sept 20th 1904 No. 458-

Howell's Valley Bank

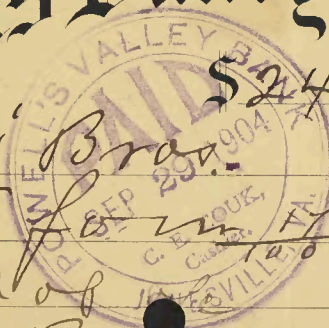
\$24.17

Sterchi Bros.

Twenty four

Dollars

For in full of Brown & Orr



Pay to the order of
KNOX COUNTY BANK & TRUST CO.,
KNOXVILLE, TENN.
STERCHI BROTHERS.

PAY TO THE ORDER OF ANY
BANK OR BANKER
ENDORSEMENTS GUARANTEED
SEP 21 1904

Pay CITY NATIONAL BANK,
OF KNOXVILLE, TENN. OR ORDER,
Knox County Bank & Trust Co.,
KNOXVILLE, TENN.
CHARLTON KARNES, CASHIER.

ALL PRIOR ENDORSEMENTS GUARANTEED
PAY TO THE ORDER OF
ANY BANK OR BANKER
GUARD NATIONAL BANK
JOSEPH WAYNE

Pay ANY BANK OR ORDER
PREVIOUS ENDORSEMENTS GUARANTEED
FIRST NATIONAL BANK
SEP 23 1904
LOUISVILLE, KY.
C. McCLARTY, Cashier.
SH
ALL PRIOR ENDORSEMENTS GUARANTEED
PAY TO THE ORDER OF
ANY BANK OR BANKER
SEP 22 1904
THE CITY NATIONAL BANK

M

TO BROWN & ORR, Dr.,
 — DEALERS IN —
AGRICULTURAL IMPLEMENTS, VEHICLES,
MACHINERY, PUMPS, ETC.

Accounts due on Book.	313 00
due by notes	110 71
Judgment J. W. Carter	103 00
Hester on hand.	205 00
1 Wagon	60 00
300# Twin	37 50
1 Hay Rake	18 00
3 Cultivators	7 50
1 Self Propelled wheel	10 00
2 Corn Drills	19 00
1 Plow	7 00
1 Wheat Drill	14
2 Guns	25 00
1 Cart	10
8 W. S. Plows	10
5 Mowing Machines	10 00
Mower Repairs of all kinds	35

994 71

M

TO BROWN & ORR, Dr.,
 — DEALERS IN —
AGRICULTURAL IMPLEMENTS, VEHICLES,
MACHINERY, PUMPS, ETC.

2	Buffy Tongues	994 71	7 00
9	Trinch Corn Plows @ 50.		4 50
2	" "		1 50
	Stack Springs.		3 00
1	Roe win netting		2 50
	Plow repair.		5 00
	Repairing		1 50
	Wagon Spoke & Hub		25 00
1	Scraper		6 00
	Sharp Chaf. mess		5 00
Bolt	Wagon Iron Wrenches &c		25 -
300#	Pine Iron		6 00
	Portals &c		1 00
1	Hay Carrier		2 00
2 1/2	Bl Oil		8 00
1/3	Art in Muck.		20 00
1	fr Scales.		8 00

1125-71

M

TO BROWN & ORR, Dr.,
 — DEALERS IN —
 AGRICULTURAL IMPLEMENTS, VEHICLES,
 MACHINERY, PUMPS, ETC.

2 Beffy Collars @ 75-
 Wagon Skins
 Engine repairs
 Office fixtures

1125 71

1 50

7 50

5 00

6 00

 1133 71

Jonesville, Va.,

Feb 11

190

M what we owe

TO BROWN & ORR, Dr.,

— DEALERS IN —

AGRICULTURAL IMPLEMENTS, VEHICLES,

MACHINERY, PUMPS, ETC.

Shy Wagon Co.
James H. Pinsky & Co
Walter A Wood
H. J. Morgan

156

504 75-

21 91

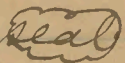
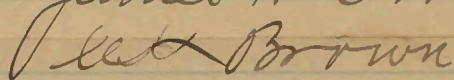
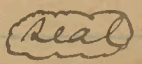
125-

807.66

Statement

Ex "C"

This Contract made and entered into on
this the 1st day of February 1893, by and
between C. K. Brown and James W Orr
of Jonesville Virginia, witnesseth, that the
said Brown & Orr have this day associated
themselves together as partners, under the
firm name of Brown & Orr for the purpose
of selling, either as purchasers or agents,
machinery, farming implements and hardware,
for the period of three years, unless said
partnership be sooner dissolved by mutual
Consent. The principal place for the Conduct-
ing of said business to be at Jonesville Va,
and the said parties to Contribute equally
of the Capital & labor necessary to Carry on
said business, and share equally in the
profits or losses derived or sustained there-
from. Witness the following signatures & seals.

James W Orr. 
 

L. K. Brown
with Contract
James W Orr

~~~~~  
"Exhibit A"  
with Bill  
~~~~~


[From the Southern Planter, June 1909.]

The Commissioner of Agriculture for Virginia.

A contest for the Democratic nomination of a candidate to fill the position of Commissioner of Agriculture for this State is now a settled fact. The first information we had of this was the following article, which we copy from the Lynchburg News, of the 2d of May:

Hon. John Thompson Brown, of Bedford county, announces that he will be a candidate for the Democratic nomination for Commissioner of Agriculture, at the coming primary. The incumbent of the office at present is Hon. George W. Koener.

Mr. Brown was born at the residence of his maternal grandparents, in Hanover county, February 19, 1861. He has always lived at his present home in Bedford county, spending the winters from 1868 to 1877 in Petersburg. He was educated at McCabe's School, Petersburg, and at the University of Virginia.

As a Farmer.

Immediately after leaving college, Mr. Brown began farming at home, and has always taken special interest in every movement for the advancement of the agricultural interests of the State.

He was interested in, and a member of the Executive Committee of the Farmers' Assembly, a voluntary gathering of Virginia farmers for discussions helpful to their avocation, which ante-dated the Farmers' Alliance in Virginia, of which latter organization Mr. Brown was one of the most conservative members.

He was a life member of the old State Agricultural Society, and a member of its Executive Committee, and he was on three occasions commissioned by the Governor of Virginia a delegate to the Farmers' National Congress.

At the V. P. I.

It was the Farmers' Assembly that first voiced the demand that the State Agricultural College should be made a real force for the upbuilding of the interests of agriculture.

In 1890 Mr. Brown was made a member of the Board of Visitors of this institution, the enrollment of students then numbering about 125. He served till 1896, and was reappointed in 1898, becoming the Rector of the Board that year to succeed Captain C. E. Vawter, resigned.

During his service as Visitor and Rector, the college made the rapid strides that have placed it in the forefront of Virginia's institutions of learning. Mr. Brown served as Rector till July, 1908, when his term expired, and, during the absence of Dr. McBryde for his health in 1905-1906 he was by election of the Board of Visitors charged with the duties of the president, and offered a salary of \$2,000, but declined to accept any remuneration, as being inconsistent with his position as member of the

Board of Visitors and Rector, but consented to, and did, exercise a close supervision over the affairs of the college, with the efficient assistance of the Deans of the institution, during the enforced absence of the President. When Dr. McBryde retired permanently Mr. Brown was prominently mentioned as his successor.

During his terms of service on this Board (V. P. I.), Mr. Brown was instrumental in securing the creation by the Legislature of the Board of Crop Pest Commissioners of which he was a member from its organization, and for ten years its chairman. The work of this Board is well known, in its efforts to eradicate from the State the San Jose scale and other insects injurious to the fruit and other crops of the State.

A Signal Service.

Ten years ago the Federal Government proposed, and actually did issue an order, placing the whole State of Virginia in quarantine on account of the presence of the Texas fever tick in the Southern portion of the State. The effect of this order would have been very seriously detrimental to the great cattle interests of the Southwest and Northern Virginia—sections of the country as fine as any in the world for the purposes of cattle breeding, as shown by the fact that it represents a large portion of the territory of the United States able to prepare cattle for export from grass alone.

When this order was promulgated, Dr. McBryde, then President, and Mr. Brown, then Rector, of the Board of Visitors of V. P. I., went immediately to Washington and laid the situation before the Secretary of Agriculture, who agreed to withhold his proclamation to give an opportunity for the Legislature of Virginia to act, as without such action no line could be run through the State.

The result of this prompt action was the creation by the Legislature of the Board of Cattle Quarantine Commissioners—since designated the State Live Stock Sanitary Board—of which Mr. Brown was made Chairman, serving for the next ten years—to July, 1908.

During this time the quarantine line has been forced South from James River till now only a very few of the most southerly counties are in quarantine, and they are rapidly being cleared of infection.

Mr. Brown was active, too, in the establishment of the Virginia Truck Experiment Station, near Norfolk, under joint control of representatives of the local trucking interests, the Board of Agriculture, and the Virginia Polytechnic Institute, and with the co-operation of the United States Department of Agriculture, and he served as a member of the first Governing Board that put the Station into operation.

THE COMMISSIONER OF AGRICULTURE FOR VIRGINIA.

Mr. Brown was a member of the General Assembly of 1891-2, and presidential elector for the Sixth Congressional District in the campaign of 1892.

In the Constitutional Convention.

In 1901 he was the colleague of Mr. Goode to represent the county of Bedford in the Constitutional Convention. In the convention he was a member of the Committees on Taxation and Finance, Education, and Journal and Enrolment of the Ordinances and Resolutions of the Convention.

His work on the Committee of Education and in advocacy of its report on the floor of the Convention was directed to perfecting the educational institutions of the State and to removing the control of these forces as far as possible from political considerations.

While not a member of the Committee of Agriculture, he was a foremost advocate on the floor of the report of that Committee, especially in its efforts to promote the healthy union of forces for the benefit of agriculture, holding that "it means the separate and independent establishment, but the permanent union in interest, of the various agencies working for the advancement of the agricultural interests along progressive lines."

Mr. Brown's record as a disinterested and forceful advocate of such separate establishment, but permanent union in interest, of every agency working for the advancement of agricultural interests of the State has contributed largely to lead to his being urged to allow the use of his name as a candidate for this position in which the opportunity is great to develop unity of purpose and action of all the separate forces at work for the uplift of Agriculture in Virginia.

His Work for Good Roads.

There is no question of more importance to the interest of agriculture than that of good roads, and it is a fact that none of the work now being undertaken with so much vigor by the State in the interest of improvement and permanent construction could have been done without the forethought and persistence of Mr. Brown as a member of the Convention in opening the way for future road legislation. His first service was to induce the Convention, on his motion, to except the words "working roads and highways" from the provision, in the report of the Legislative Committee, requiring and allowing only general laws on certain subjects. Extensive debate was had resulting in final passage of his amendment, the effect of which was to leave the Legislature free in matters pertaining to roads to enact local as well as general legislation, thus enabling it to pass laws suited to the diversified topography of the State.

His signal and unique service, however, to the cause of good roads was performed when he secured the insertion of the words "except public roads" in the clause of the Constitution which prohibits the State from becoming a party to, or engaged in, any work of internal improvement. Mr. Brown advocated this amendment in the

Committee on Taxation and Finance, of which he was a member, and before which this clause was up for consideration. He was defeated here.

In the Committee of the Whole he renewed the fight and was opposed by some of the leading men in the Convention, and his amendment was again defeated.

As a last chance he renewed the fight in the Convention, with his amendment as follows: "After the word 'improvement' insert the words 'except public roads,' so as to read 'nor shall the State become a party to, or become interested in, any work of internal improvement, except public roads.'"

This resulted in the passage of the amendment by a substantial majority and made possible the work now being undertaken by the State in the interests of "good roads." It is a singular fact that in a matter of this importance, though debated twice by some of the most prominent and able members of the Convention in opposition, that Mr. Brown alone had a word to say in support of this most important provision, and without his action what the State is now doing would not be possible.

Object of the Amendment.

His words in closing the debate on this amendment proposed by him seem prophetic in the light of what has since been accomplished. He said:

"The purpose of this amendment is to clear up the meaning of the words 'internal improvement' so that there shall be no doubt on the subject. Its adoption will leave the Legislature free to make such appropriations from the public revenues as it may deem wise. It may create and maintain a bureau of public roads, with a capable head, and enable the State to adopt a systematic plan of instruction and aiding the several counties of the State in the best methods of road construction.

"I do not advocate building or maintaining roads at State expense, as I think it should be done by local taxation, but I do not want any provision incorporated in the Constitution that will prevent the State from making such advances in the improvement of the roads of the Commonwealth, and from taking such part in said improvement as experience may show to be desirable. I think the General Assembly should not have its hands tied.

"It seems to me, too, that an adverse court might interpret the wording of the report as it stands to mean that the State could not employ convicts of the State in work upon the roads of the counties. I hope it will be the pleasure of the Convention to adopt the amendment which I have offered."

After reading the foregoing announcement we wrote Mr. Brown and asked that he would state the platform on which he proposed to make his contest for the position in order that we might place the same before the farmers of the State who have a vital interest in the character of the man and his conception of the duties of the office. In response to this request, Mr. Brown has

[From the Southern Planter, June, 1909.]

The Nomination of a Commissioner of Agriculture.

Editor Southern Planter:

On August 5th, the voters of Virginia will be called upon at a primary election to choose a Democratic candidate for the position of Commissioner of Agriculture and Immigration. The judicious selection of such an official appeals with especial interest to the farmers of Virginia. The administration of the duties of this office should be along lines of agricultural development of the State. The funds which support the Department are derived from a tax of fifteen cents per ton on fertilizer, which tax comes directly from the pocket of every farmer who uses fertilizer.

I see from the public press that two candidates are offering for this position—the present incumbent, Hon. G. W. Koiner, and Hon. J. Thompson Brown, of Bedford county. Which of these gentlemen should the voters choose?

Mr. Koiner has held this office for ten years, hence has a record behind him. Does this record commend him for re-election, and upon what specifications? I gather from Mr. Koiner's publications in the press that he claims to have done great service for the farmers, through his immigration work; through Farmers' Institutes; through his execution of the fertilizer law, and in disseminating useful information through fertilizer bulletins, and through his annual report. What do the records and Board Minutes show? I claim that they show that except for his annual report, none of these benefits originated with Mr. Koiner, or came from any action of his. As to immigration the records show that nothing was done along this line prior to 1904, not even did its stationery indicate that immigration work was a duty of the Department. In 1904 the inauguration of immigration work was instigated through the report of a committee of the Board, in which Mr. Koiner had no part or parcel. Subsequently, through the efforts of the Board, an appropriation was received from the Legislature for immigration work. Mr. Koiner, as the executive officer of the Board was first sent to Europe in 1906, to execute this work. As to the efficiency of his work, the character of the people he brought over speaks for itself. Let the farmers who have tried this splendid (?) help speak up. As a matter of fact, a large majority of those immigrants were utterly worthless, being tramps and bums, only a few of them remaining on the farm longer than a few weeks. I have personal knowledge of a dozen of those located on the farm, not one of them is now in farm service. Mr. Koiner's report of this immigration work has been greatly magnified. His report for 1907 claims that through his effort "more than 2,000 laborers and domestics came to Virginia during the last year." As a matter of fact, the

records show he paid agents in Europe \$5.00 per head commission on all laborers sent over, and \$10.00 per head on all settlers. As the appropriation was only \$10,000 for immigration work to cover two years, the claim that 2,000 were sent over in one year is manifestly absurd. Those who have endeavored to secure farm help through Mr. Koiner's office know that relief from this source has been an absolute failure. As to Farmers' Institute works: The Minutes show this was formulated by a committee of the Board. The work along this line for many years, until the present law went into operation a year since, was conducted by the members of the Board, largely by using the professors of the Virginia Polytechnic Institute as lecturers, free of charge, except for traveling expenses. The Commissioners seldom attended, and had nothing to do with them.

As to the execution of the fertilizer law, the Board, as the law until a year ago required, made all the rules and regulations for same, the Commissioner acting under its direction as executive, and as the records will show, out of more than 200 violations of law reported, he only had two or three prosecutions. The fertilizer bulletins are compiled by the chemist, not by the Commissioner. The Commissioner is entitled to the entire credit for his annual report, for which the farmers pay from \$4,000 to \$5,000 each year, but a perusal of the reports will show that not more than about two pages in each report is the work of the Commissioner, and this is a bare statement of commonplace facts pertaining to the work of the office. All the rest of the report in each year is made up of clippings from agricultural journals, or articles contributed by agricultural writers. We look in vain to these reports for any suggestions or advice to advance the agricultural interests of the State from the Commissioner. The present law, giving the Commissioner almost absolute control, went into effect in April, 1908. What progress has the Department made since then? I know of nothing worthy of comment save that in an examination of the Commissioner's financial accounts in January last the Auditing Committee officially reported to the Board a deficit of about \$4,000, the expenditures and outstanding obligations exceeding the receipts to that extent. There has been no examination of the accounts since then, as the Commissioner failed to submit his accounts for examination at the meeting of the Board in April last, and had the next meeting of the Board fixed for October, when the primary will be over. This is the first time in the ten years of Mr. Koiner's administration, and I believe in whole life of the Board of Agriculture, when there has not been a midsummer meeting of the Board for the examination of accounts and other business.

JNO. THOMPSON BROWN

OF BEDFORD COUNTY

FOR COMMISSIONER OF AGRICULTURE

LETTERS OF INDORSEMENT, REPRINTED FROM THE SOUTHERN PLANTER FOR JULY, 1909

THE ELECTION OF COMMISSIONER OF AGRICULTURE FOR VIRGINIA.

Editor Southern Planter:

I agree with you, Mr. Editor, in saying that it is unfortunate that the Commissioner of Agriculture should be elected by the people, and thereby cause a political squabble for the office.

I also appeared before the Committee of Agriculture of the Constitutional Convention, of which the Hon. H. C. Stuart was Chairman, and advocated the election of this office by the State Board of Agriculture, but the Convention saw fit to reverse the report of the Committee and hence you and I and all others who are interested in the Department of Agriculture are necessarily forced into the issue which is now before us as to who is the better man of the two now offering themselves for the position of Commissioner.

When Governor Tyler re-organized this Department and appointed Mr. Koiner Commissioner, I also became a member of the State Board of Agriculture. I served several terms as President of the Board, and thereby was thrown in close relations to the Commissioner. I regret very much to say that Mr. Koiner did not measure up to my ideas of the proper man for the position, and as I endorse all that Mr. J. H. C. Beverley said in your last issue, I will not go into details of why I came to that conclusion.

For reasons stated by Mr. Beverley and other causes, I gradually lost confidence in Mr. Koiner and, after serving with him for seven or eight years, I am forced to the conclusion that a change would be beneficial to the more efficient and more economical administration of the affairs of this Department.

Now, I have known the Hon. J. Thompson Brown all his life and, between the two, I unhesitatingly give him my support, and ask all who have any confidence in my advice to do the same, bearing in mind the exceptional advantage I have had for judging the situation.

Old Church, Va.

JULIAN M. RUFFIN.

Former member of Board of Agriculture from the Third Congressional District.

As members of the State Board of Agriculture, we desire to say that we have carefully read Mr. J. H. C. Beverley's article in your June number, being familiar with the circumstances, we endorse his article as a conservative statement of facts.

W. H. EGGBORN,

Member State Board of Agriculture,
Eighth Congressional District of Virginia.

A. O. MAUCK,

Member Second Congressional Dist. of Va.

We also, as ex-members of the Board, endorse Mr. Beverley's statement.

J. M. McBRYDE,
J. T. COWAN.

THE ELECTION OF THE COMMISSIONER OF AGRICULTURE.

Editor Southern Planter:

In the June issue of The Planter there was an article from the Hon. J. H. C. Beverley, which I read carefully. As a member of the Board for ten years, and, therefore, fully cognizant of the facts therein dealt with, I can say I think it a very conservative statement of the case against Mr. Koiner. I hear that some of Mr. Koiner's friends at Richmond are trying to discount the statement by saying Mr. Beverley was sore and prejudiced, and has misrepresented Mr. Koiner. This I consider a malicious misrepresentation of that honorable gentleman. Mr. Beverley is a man above such conduct. He comes out like a man publicly, and over his own signature says what he has to say without fear of the consequences because he knows that he speaks the truth. If we had more such men in office there would be no necessity for such statements to be made. It is high time for a change in the Commissionership of Agriculture, for, as the Department now exists, it is simply a farce. With a good man for Commissioner—I mean a man of executive and financial ability, this Department could soon stand second to none in the United States in its ability to aid in the advancement of the agricultural interests of the State. Does any one in Virginia know anything about the financial position of the Department? The last attempt at a financial statement made to the Board by Mr. Koiner was January 15, 1909, at which time there was \$1,578.13 in the treasury, with unpaid debts against the Department of \$5,500; or, in other words, the Agricultural Department of Virginia was \$3,921.87 in debt, with an annual report to print, which would cost over \$4,000.00 more. The office salaries alone, under the system of management of Mr. Koiner absorb very nearly one-half the receipts of the Department. Immigration work has been a failure. The reports given out by Mr. Koiner from time to time, for the purpose of making people believe that he has done great work along that line, are not justified by the facts. He has never given out how many of the number of immigrants who have come into the State are women and children. For all these, the Department has paid agents in Europe so much per head. Mr. Koiner now finds that this is a very unpopular thing with the labor organizations of Virginia, hence, says little about it now; but says that he is after home-seekers. Why did not Mr. Koiner make a financial statement at the last Board meeting? Why did he have the next Board meeting placed for October? Was the primary in the way? I guess so. Mr. Koiner has always been opposed to Blacksburg College, or any other farmers' organization in the State that he did not run. Let the voters wake up, and do their duty and vote for the Hon. John Thompson Brown. I believe Mr. Brown, if elected, will soon make the Department a credit to the grand old State, and show that it can be of inestimable value to the farmers.

Middletown, Va.

C. W. HEATER.

Late member of the Board of Agriculture from the Seventh Congressional District.

Instead of co-operating and cultivating friendly relations with other agricultural enterprises in the State, for the general good, Mr. Koiner's relations with none of these is cordial. I refer in this matter to his relations with the Virginia Polytechnic Institute, the State Farmers' Institute, the Richmond State Fair Association, the Horticultural Society, the Norfolk Truck Experiment Station, the Appomattox Station, the Sandy Demonstration Farm Work, and The Southern Planter.

The above relates to omissions of duty only. Now, as to sins of commission. I will refer at this time to one only. In November, 1906, Mr. Koiner obtained the appointment of United States statistician for Virginia at a salary of \$600 a year. The Board having learned of this, at its next meeting in January, 1907, asked a ruling from the Attorney General as to the legality of the Commissioner holding this office. General Anderson's ruling was that a Virginia State officer could not at the same time hold a Federal office, and that the office of Commissioner of Agriculture of Virginia was vacant from the moment Mr. Koiner accepted Federal office. Mr. Koiner stated to the Board that he had no idea he was violating the law, and wired to Washington his resignation of the Federal office. The Board still being in session, on Mr. Koiner's statement that he had a reply accepting his resignation, and that he had innocently violated the law, re-elected him Commissioner. Next day, however, Mr. Koiner hastened to Washington, and got his daughter appointed statistician. He returned to Richmond, and wrote to several parties—two of such letters being now in evidence—that his son had been appointed statistician, but that he Mr. Koiner, was doing the work. The work, in fact was not done by Mr. Koiner, but by the clerks of the Department, employed on salaries by the State of Virginia, in an office of the Department, during office hours, Mr. Koiner receiving a salary of \$50.00 a month for same from the United States Government.

After Mr. Koiner had been informed by the Attorney General he had violated the law, and after the Board, acting in good faith, on his plea of innocence, had re-elected him to an office he had forfeited, he simply had his daughter's name substituted for his own as a dummy

on the records at Washington, continued having the State's clerks do the work, and continued putting \$50.00 a month into his pocket, or that of his family. The above statement can be substantiated by the records and other unimpeachable evidence. I have been on the Board of Agriculture ever since Mr. Koiner became Commissioner in 1899, until the 1st of March, 1909, when my commission expired. I know whereof I speak. During the early years of Mr. Koiner's administration the Board having confidence in him, gave him loyal support. For the sake of harmony later it temporized with him and tolerated his methods longer than it should have done; finally, it became evident that the only way to get along with such an executive was to hold a tight rein over him. The Board, in July, 1907, reorganized the Department, giving reasons through the press for doing so. The Commissioner charged assumption of authority on the part of the Board. That body, at its October meeting, 1907, appointed a committee to look into the matter. That committee, through its Chairman, Dr. P. B. Barringer, reported a resolution, asking the Legislature to investigate the record of the Board and the work of the Commissioner's office. This resolution was adopted unanimously by the Board, with only one dissenting vote. If the Commissioner's record had been clean he had nothing to fear from an investigation, yet he and his friends prevented it, and the Board was not given a hearing. No investigation was had.

Do the people think Mr. Koiner is entitled to re-election? Let them answer at the polls at the primary election. Now, then, who is the other aspirant? He is a man who is widely known throughout Virginia; has been a farmer all of his life; has held with conspicuous ability positions of trust and confidence; has served in the Legislature; was a member of the late Constitutional Convention; served for many years as Rector of the Board of Visitors of V. P. I., acting for a time as President of that institution. More than all of this, he is that noblest work of God—an honest man!

J. H. C. BEVERLEY.

Chance, Va.



sent us the following communication, which we have pleasure in placing before our readers, together with a likeness of the gentleman seeking their support:

Brierfield, Bedford Co., Va., May 18, 1909.

Editor Southern Planter,

Richmond, Va.

Dear Sir:—I am in receipt of your inquiry as to the policy I shall attempt to inaugurate should I receive the nomination and be elected Commissioner of Agriculture, and, in reply, wish to point briefly to some of the reasons which actuate me in offering for this responsible position.

As a farmer of nearly thirty years' experience, I have

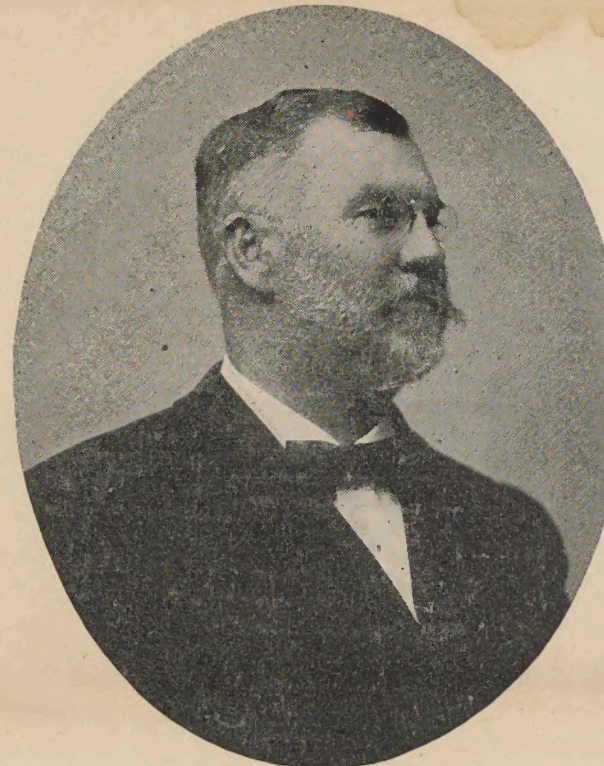
line of endeavor working for the uplift of agriculture of Virginia shall have its fullest energy expended toward the accomplishment of the purpose common to them all—the restoration of Virginia to that position of agricultural and material supremacy whence must also follow leadership in other lines.

It is my firm belief in the prime necessity of this one feature as essential that I would make the basis of my aspiration to this office which I seek at the hands of the voters of my party in the coming primary.

Recognizing, as I do, the great responsibilities involved, as well as the opportunities offered, I must rest an appeal for support not alone on promises for the future, but on any record of intelligent effort and sincerity of purpose to which I may be entitled.

Yours very truly,

JOHN THOMPSON BROWN.



HON. JOHN THOMPSON BROWN.

an abiding faith in agriculture as the basis of all permanent prosperity, and a successful development of the varied resources of Virginia will surely mark the period of her return to that position of advantage which the diversity of her soil and the variety of her products, coupled with her nearness to the great markets, justly entitles her to occupy, and which she will assuredly regain if the energies of her people take proper direction.

It is necessary, however, to the accomplishment of this result, as far as agriculture is concerned, that all the forces working to that end, while maintaining distinct and separate organization, shall be drawn together into the most harmonious relations, so that the effort of every

Now, just a word as to the position of The Planter in this contest. The record of The Planter for the twenty years during which we have had the honor of filling the position of Editor, will bear us out when we say that we have never used that position or allowed the columns of The Planter to be used for the advancement of the political interests of any one for any office in the State Government. We have eschewed all politics, but have stood for the agricultural advancement of the State and for the uplift of the farmers without regard to the source from whence the promise of this came. This is our position to-day. The Commissioner of Agriculture ought not to be a political officer, nor ought his election ever to have been made necessary on a political ticket. We strongly urged this before the Committee of the Constitution Convention, and that Committee adopted our views and reported to the Convention that as the executive officer of the State Board of Agriculture he ought to be elected by the Board. The Convention at first accepted and adopted this report, but, unfortunately, the politicians got in their fine handiwork and, on reconsideration of the subject, the office was made elective by the people and the curse of politics was thrown around it. It is unfortunate that this is so, but it is now unavoidable. We, however, propose not to let this fact influence us or change our policy. What we shall endeavor to do is to secure the election of a gentleman who, in the discharge of the duties of the office, will have regard only to the advancement of the agricultural interests of the State and the permanent welfare of the farmers. In Mr. Brown we think we have such a man. We have known him personally for over twenty years and have watched his conduct in all the public positions which he has filled during that time. He has measured up to the requirements of each of these. We commended his appointment when first placed on the Board of Visitors of the Agricultural College, at which time there were only about one hundred students in attendance and the college was at a low ebb. He gave unstintedly of his time to

the development of the work of that institution without fee or reward for sixteen years, and when he left the position it was with a college having nearly six hundred students, a full Faculty of professors, and a recognized standing as one of the most successful of the Southern colleges. In that position he always worked for the co-ordination and harmonious working together of the different agricultural institutions of the State, and this to-day is the greatest need we have in order to secure the agricultural advancement of the State. We are glad to see that in his platform he emphasizes this point. When all our agricultural institutions are co-ordinated and working together harmoniously, nothing can prevent the greatest results being achieved. It is notorious that up to

the present time no such co-ordination or harmonious working has been possible to be achieved mainly through the lukewarm attitude, to say the least, of the present Commissioner towards every other instrumentality established for dealing with the different phases of the agricultural problems of the State. We are content to rest Mr. Brown's candidature as he himself mainly does on this feature and upon his record in the Constitutional Convention, on the Blacksburg Board, and in the Legislature, as set out in the article from the Lynchburg News, and we would ask our readers to give a careful reading and consideration to that article before deciding in which way they will cast their votes at the coming primary.



AUDITING COMMITTEE

Of Legislature on Mr. Koiner's Office Methods

Boydton, Va., June 21st.—In his speech here to-day, Mr. Brown said in part:

It was not my purpose at the outset of this campaign to make any personal criticism of my opponent's record, though it is known to many well informed persons that he is not and never has been in cordial relation with the leading spirits of any of the great institutions and organized forces working for agricultural advancement in the State on the most solid basis, and it is a matter of general notoriety that his record has been one of discord with the Board of Agriculture, his immediate superiors, responsibility for which state of affairs it would not be difficult to fix. These and similar facts have been known to me for a long time and, as stated, I had no intention to make allusion to them during this canvass, but when an official record is in evidence and that record is of a character such as the one I hold in my hand, however reluctant I am to be the instrument, I feel it is morally right and my duty to lay that record before the people of the State, who should have this information to enable them to judge of the fitness of the official making that record when he comes before them for their suffrages, asking re-election at their hands.

I hold in my hand an official document, House Document No. VI., comprising the "Report of the Auditing Committee, Appointed Under the Act of March 17th, 1906. To examine the Books and Accounts of Officers at the Seat of Government."

This Committee sat during the recess of the Legislature making its report, bearing date August 15th, 1907, to the following Legislature which met January, 1908. This committee examined into and made report upon the following offices,—Auditor of Public Accounts, Treasurer, Second Auditor, Secretary of the Commonwealth, Corporation Commission, State Farm, Virginia Penitentiary, Laurel Reform School and the Department of Agriculture. With the latter alone we have to deal. It should be stated that Mr. Koiner was the Treasurer of the Board of Agriculture and the executive officer of the Department during the whole period (1899-1906) covered by this report.

The report is unanimous and is signed by the joint committee of the House and Senate appointed to audit these matters, and by the expert accountants W. McK. Evans and Geo. S. Crenshaw, whose reports the committee adopts as its own.

Under the heading "DEPARTMENT OF AGRICULTURE" I read from the report pages 5 and 6:

"We regret to report that we did not find the affairs of this Department in a satisfactory condition. The book-keeping was of such a character that it did not properly show the transactions of the Department, nor did the records show that the proper attention had always been paid to the law regulating the conduct of the Department."

And on page 43 of this report I find this statement from the expert accountants:

"We began to audit with October, 1903, but found it necessary to go back to January 1st, 1899, the beginning of the administration of Mr. G. W. Koiner as Commissioner of Agriculture."

A further analysis of the Committee's report shows:

FIRST: That as Treasurer of the Board of Agriculture, the Commissioner did not obey the law.

As evidence, I cite the report, page 6:

"The Commissioner took the liberty of depositing the funds derived from the sale of fertilizer tags in banks in his own name as Commissioner until such time as pleased him to cover them into the treasury, instead of depositing such funds immediately with the State Treasurer, as directed by law."

SECOND: That the Commissioner did not enforce the law, but allowed manufacturers of fertilizer violating the law to go scot free when it was his duty to report them to the Commonwealth's Attorneys—thirty-six cases of violation detected by his Inspectors, one case reported to officers of the law.

In evidence I cite the same report, page 6:

"It will also be observed from the statement of 'Fertilizers Seized,' attached to this report, that there had been a long line of violations by various concerns manufacturing fertilizers. Out of a total of thirty-six violations, only one case has been reported to the courts."

This, in spite of the fact, that the whole revenue of the Department of Agriculture was derived from a tonnage tax of fifteen cents on each ton of fertilizer sold in the State and the Commissioner was, by statute, charged with the administration of the law and responsible for its rigid enforcement.

THIRD: That Mr. Koiner rendered incorrect statements to the Auditor, in order that he might retain certain collections for use in the Department.

In evidence I cite the same report, page 6.

"Under a former ruling of the Auditor, which we understand has since been revised by him under the advice of the Attorney General, all unexpended funds to the credit of the Department of Agriculture at the end of a fiscal year, lapsed into the general treasury, and were lost to that department. To avoid the effect of the ruling and to maintain the efficiency of the Department by carrying to completion the plans of the Board, the Commissioner, seemingly without objection from the Board, formed the practice of reporting in one year funds which were, in fact, collected the year preceding, and of reporting as disbursed certain sums of money which were still in his hands unexpended. The most conspicuous case of this kind is found in his report for 1903-4, when he reported \$8,173.42 as having been collected on October 2d, 1903, when, in fact, that sum was collected between August 15th and Sept. 5th, 1903, and should have been covered into the treasury on account of the fiscal year ending September 30th, 1903.

"While these practices may have resulted from an excessive zeal for the betterment of the Department on the part of the Board and the Commissioner, they are, nevertheless, to be most strongly discouraged."

Whatever excuse may be offered, this is clearly false accounting by a State officer and directly in defiance of existing law, as stated by the Committee.

FOURTH: That funds of the Department were expended without proper vouchers, and much of it by Mr. Koiner.

In evidence I cite the same report, page 6:

"We have examined this office from the day the present Commissioner was appointed to the present period. The disbursements in this office were in many cases irregular, and, as will be seen by the report of the expert ac-

countants, many of the payments were made by warrant drawn in the name of 'G. W. Koiner,' unaccompanied by vouchers showing for what purpose the money was expended. This practice cannot be too highly condemned."

I cite further from accountant's statement, page 43, same report:

"The expenditures for the most part were attested by vouchers, but we found many of the vouchers not accompanied by proper itemized bill or statement, and we note that many of the said vouchers were drawn to the account of G. W. Koiner."

"The funds being drawn by Mr. Koiner and expended without furnishing any statement of how expended," and from the same statement, page 53, same report:

"Sundry vouchers presented to the Committee for their information, etc." "You will note that we have taken these vouchers from the beginning to the end of the term of the present incumbent to show the methods which have obtained during the entire term."

VOUCHERS TO G. W. KOINER.

Not accompanied with detailed statement, etc.:

1899, Sept. 30, No. 858, Contingent Fund	\$ 780 88
1900, Mar. 31, No. 941, Back salary, Contingent Fund...	125 00
Mar. 31, No. 949, Contingent Fund	200 00
Apr. 15, No. 955, Contingent Fund	1,000 00
May 9, No. 976, Contingent Fund	1,000 00
Dec. 31, No. 87, Postage January 21, 1900, to March 1, 1901	800 00
1902, Jan. 31, No. 465, Postage for Members Board	18 00
Jan. 11, No. 685, Contingent Fund	100 00
June 30, No. 701, Supt. Helges	125 00
Dec. 23, No. 952, Deposit Inst. Fund	32 00
1903, Mar. 31, No. 1059, Mar. Salary	166 66
Apr. 16, No. 1110, Bond Premium	75 00
June 19, No. 1206, Tobacco Cloth	20 00
1905, Jan. 19, No. 2434, No. Voucher signed	16 00
Nov. 21, No. 2479, No. Voucher signed	250 00
Dec. 2, No. 2539, Expense Train	500 00
Feb. 8, No. 2616, Bond Premium	75 00

It will be noted that the above are not given as complete lists of vouchers without accompanying statement of expenditures, but samples "to show the methods which have obtained during the entire term."

And from the accountants statements, page 44, note further: "All vouchers issued by the Department prior to October 1, 1903, lack the approval of the President of the Board of Agriculture, and since that date all vouchers have been approved with a rubber stamp bearing the name of the President."

FIFTH: That from Mr. Koiner's induction into office Jan. 1st, 1899 up to 1906, with the exception of one year, every annual report issued by him as showing the financial operations of the Department was arbitrarily made up and not susceptible of proof from his books.

In evidence I cite the same report, page 6:

"The annual reports of the Commissioner seem to have been arbitrarily made up, and the expert accountants, with one exception, were unable to verify them."

I cite further from accountants' statement, page 44 of same report: "We were unable to check any of the financial statements published in the Annual Reports of the Department, except that for the year 1905,

or could we secure from the office force any of the detail from which said reports were made up. We were informed that they were made from the books turned over to us for examination, but few of the figures could be worked out, although we made an effort to do so. The Department having practiced carrying receipts from one year to another as explained above."

In this connection the accountants also say, same page, same report:

"We file with this report a number of questions and the answers to same by Mr. E. Bruce Chesterman, Chief Clerk to the Commissioner, which speak for themselves." This examination developed the fact that at no time had the books been balanced and closed at the end of the year; or has any effort been made to balance with the State Auditor's books."

SIXTH: This report further shows most careless and unbusiness methods in the issue and sale of fertilizer tags, the source of all revenue to the Department.

In evidence I cite the accountants' statement, page 44, same report:

"There appears to have been very little care in the handling of these tags. First in the obtaining, second in the care taken of them. As these tags represent the basis of the accounting of this department and have a monetary value, they should be treated accordingly. At present they are ordered in lots from some printing firm in boxes of 100 each. These boxes are placed in a store room to which others than the stamp clerk have access. Numbers of these tags could be removed without his knowledge, and if sold to the consumer would thereby entail a loss to the department."

Such careless or incompetent methods in the issue and sale of these tags, when it is considered that there was a revenue of over \$41,000.00 last year to the Department of Agriculture from this source alone (15 cents tag-tax on each ton of fertilizer sold in the State), taken in conjunction with the laxity already shown to exist as to the enforcement of the law as to violations, forcibly illustrate the necessity for reform in the business methods of this office.

I hold the view that the record of a public officer asking re-election at the hands of the people is a proper subject of investigation, and of criticism if conditions demand it, and it will not satisfy the public mind as to his fitness to continue in office for Mr. Koiner and his friends to meet the issue here presented by any depreciation of such dignified and proper criticism.

Mr. Koiner must meet the issue squarely and answer to the indictment as to his management of his office made, not by me but, by the Auditing Committee, which reported its findings, as heretofore quoted, to the Legislature which assembled January 1908.

What are the facts as to this? Did he demand a further investigation and a vindication at the hands of the Legislature which received this report (of the Auditing Committee), so severely criticizing his management of his office during the years 1899-1906, covered by its investigations?

The record shows no such action on his part, and, as "silence gives consent," he must now stand on his record as developed in this official document which I have quoted.

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE \$300.00

vs
R. L. Pennington

Exhibits -
with Bill

Enclosure "D"
Jaslyn's Appl. -
Contract.

Exhibit "C-1"

" " "C"

" " "D" - list of 200

DEPARTMENT OF JUSTICE

WESTERN DISTRICT OF VIRGINIA

J. O. WOODWARD, COMMISSIONER,
JONESVILLE, VA.

(1)

J' W' ORR, SURVIVOR &c. - - - - - Plaintiffs,

vs.

In Chancery.

R. L. PENNINGTON, Admr. &c. et al - - - - - Defendants.

The plaintiff alleges in his Bill that C.K.Brown, at the time of the formation of the partnership of Brown & Orr had no means, and that he put nothing, by way of capital into the firm business, while the plaintiff put in the sum of \$372.00 as capital. It is not denied that said Brown had no property, nor that he put nothing into the firm business. The note of Brown & Orr to the said J.W. Orr which is filed with plaintiff's Bill and the check given by said Orr to said firm, which is filed with his deposition taken in the cause, as well as the deposition of the said Orr on the subject show conclusively what said Orr put into the said business as capital.

The Bill alleges that Brown purchased from H.C.Joslyn the lot upon which he built a residence and lately sold to Mrs. Amanda Spencer, that he placed therin improvements thereon principally if not wholly out of the effects of the firm of Brown & Orr. This fact is denied by the answer of the defendants, in a way, at least to the extent of some \$800.00, and said denial is sought to be aided by the allegation that Sue V. Brown received from the estate of her father and grand father the sum of about \$800.00 which she claims went into said property, but this she fails to prove and in fact ^{she} ^{in depts'} admits that she does not know just how much she did receive from said sources. The evidence introduced on the subject shows that she did receive the sum of \$312.00, and no more, and that a large part of this sum was paid to her after said lot had been bought and the dwelling house erected thereon. But, however, if said sum did go into said property, which is not admitted, where did the means come from which paid for the balance of the Joslyn property. It is proved and admitted that C.K.Brown had no means save his interest in the firm of Brown & Orr, and had within his power no other means than the property of said firm. The Books of account of said firm kept by said Brown as well as other evidence introduced in the cause shows numerous sums and items which went into said property, which

(2)

were of the assets and effects of the said firm. And the unavoidable conclusion is that the said Brown used and invested in the said Joslyn property at least \$1200.00 of the effects of the firm of Brown & Orr. This being true has the plaintiff and the creditors of the said firm the right to pursue the proceeds of the sale of the Joslyn house and lot, even into the Crowell property and subject the same to the payment of their claims, and if so to what extent. If the Joslyn property cost \$1500.00 and was sold for \$2000.00, this was a profit of 33 1/3 per cent on the investment and if at least \$1200.00 of the Brown & Orr effects were invested in said property that investment is increased by profit to \$1600.00. and the firm or its creditors are entitled to that sum out of the property or its proceeds:

There remains in Mrs. Spencer's hands of the purchase money about the sum of \$300.00 for which a note was executed to C.K. Brown and Sue V. Brown jointly. This should be subjected to the firm liabilities. It is admitted that the Crowell lot and the building erected thereon cost at least the sum of \$800.00, and it is admitted that \$_____ of this amount was of the proceeds of the sale of the Joslyn property, that \$_____ was of other effects of said *Brown & Orr* ~~W. Brown~~, and as to the residue of said \$800.00 we think there can be no doubt that it was out of the effects of Brown & Orr and should be so treated and that the Crowell property should be subjected to the payment of the firm debts. As to the residue of the ^{\$1600.00} proceeds of the sale of the Joslyn property, to-wit, \$500.00, there should be a personal decree against Sue. V. Brown for that amount she having had the benefit of the same, and her two notes against the firm should be cancelled and she given credit for the same on said \$500.00

As to the two lots at Pennington Gap, that matter has been settled by agreement. *See agreed facts.*

As to the financial condition of the firm at the time C.K. Brown purchased and improved the Joslyn property, the firm had

(3)

only been in business about two years and whatever profit had been made C.K. Brown used it in buying and improving said property, having done so without the knowledge or consent of the plaintiff, and without any ascertainment or division of profits whatever, and certainly this wrongful use and investment of the effects of the said firm, and his attempt to take all of the proceeds of said business as well as an amount much larger than the capital stock which plaintiff had placed in the business and place the same beyond the reach of the creditors of the firm and of the plaintiff, and yet have the same so situated that it was wholly within ~~in~~ his control and where he could fully use and enjoy the same, is such a fraudulent act that a court of chancery will correct. He was at that time and at all times, so far as the evidence in this case shows, insolvent, unless there was something in the firm over and above the accounts of the two members, and at that time there was very little difference in their accounts, and he had no right to withdraw from the assets of the firm any sum and invest the same for himself personally, or in the name of his wife without the consent of the other partner, or upon a settlement of the partnership.

Duncan & Criddle. p. 9.

See list of authorities furnished.

James H. Orr Secy
153 Puffs Brig.
R. L. Pennington Secy

Copy



Mo. 7

1903

No.

\$100

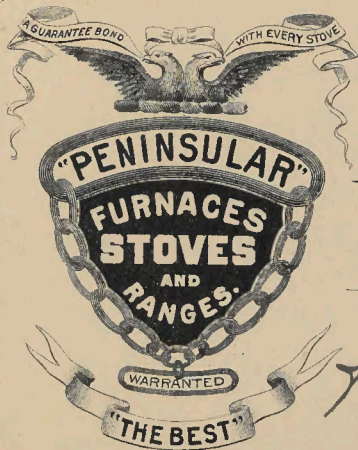
Received of R. L. Pennington Adm'r of J. J. Collier's Estate - One ————— Dollars

for service as appraiser of said estate

John G. Gilly

(1)

卷之四



Nov 17th

1902

No.

\$2.00

Received of Robt. Pennington Adams. of A. J. Collins &
Two Dollars

for service as appraisers & making affidavits -

C. D. Bailey

2

111

Mar 7

1903



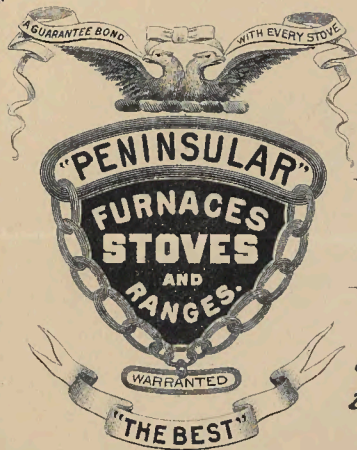
RECEIVED

from Robt. H. Pennington Allen - of A. J. Collins
Estate - One _____ Dollars

for going over _____ of the appraisals -

W. H. Stout,

(a)



Nov 7

1902

No.

\$100

Received of Robt H Pennington Allen of A. J. Coles
One _____ Dollars

for services as appraisers of the estate.

T. B. Thompson.

3



Nov. 17th

1903

No.

\$0.25



Received of R. L. Quimpton Adm of A. J. Callahan

25/100

Dollars

for money advanced -

[Handwritten signature]

4

Olinger, Va., Nov. 13 1903

M. J. Callan



J. H. REASOR,

— Dealer in —

GENERAL MERCHANDISE,
AND COUNTRY PRODUCE.

BOATRIGHT JOB OFFICE, Gate City, Va.

Order -	50
Blomfat	1 25
Salt	80
Coal -	4 20
Cotton Baiter	30
" "	30
Shut -	90
	<hr/> 8 35

Recd of R. R. Chumpton Adm - of
the estate of M. J. Callan & Co. \$8.35
in payment of the above account -
This Nov. 13, 1903 -

J. H. Reasor

5-

OFFICE OF

JAS. A. HURST, M. D. D. D. S.

PENNINGTON GAP, VA. Apr. 19 1903

Mr. Robt Pennington
Jonesville Va

Dear Sir:—

I herewith hand
Bill against Duck Ballin
for \$2.00 for 2 visits and at
tending on him while shot
Mr. Jas Ballin has cited me
to you as his adm and for
you to pay me this amt
So please help me to it at
once for I am in need
now

Yours very truly
Jas A Hurst M.D.

OFFICE OF

JAS. A. HURST, M.D. D. D. S.

PENNINGTON GAP, VA. Apr. 18 - 1903

Debtor:—
To Dr. J. A. Hurst
\$12⁰⁰ for two visits and
Surgical attendance on the
deceased Buckballin Son
of Jas Ballin and this cert
ifies in full of my Dr. Bill
Jas A Hurst—

Wm. Adam. Robt Pennington
Lynchville Va

6

Dr. Hunt
\$12 00

Big Stone Gap, Va.,

April 10, 1903

M A J Colliers Estate

TO TAYLOR & COLLIER Dr.,

DEALERS IN

GENERAL MERCHANDISE.

1902

Nov 26	To Cash Received	5.75
Mar 2	" Suit & Cloths	7.50
		8.25

a member of the firm of Taylor & Collier
J. J. B. Collier, do solemnly swear
that the foregoing account is true
correct and full and unpaid. so help
me God.

J. J. B. Collier.

Subscribed and sworn to before
me this April 10, 1903.

R. J. Morrow, N.P.

Apr 11 Paid by Ch-

18 25

7

#18 25

Office of
Dr. J. M. Prichard,
Olinger, Va.

A. J. Collier,
To J. M. Prichard Dr.

Feb. 28/03. To dressing gunshot wounds
and Catheterization five times, self \$5.00

Mar. 1/03 To Professional attention during
The day & night, Catheterization. 2.50

Mar. 2/03 To attention during the day and
Consultation with Dr. Mabe 2.50

Mar. 3 or 4 To Certificate of death and
" report to insurance company, 2.00

Total \$12.00

J. M. Prichard M.D.
Attending physician & Surgeon.
Olinger, Va. Apr. 21/03

Office of
Dr. J. M. Prichard,
Olinger, Va.

Olinger Va.

Apr. 21st/03.

Mr. Robert Pennington,

Jonesville Va.

Dear Sir;

I was at Big Stone Gap on
17th and saw the Collins, who told
me to make off my bill for attention
to A. J. Collier and send to you for
payment. Inclosed find bill.

Respectfully.

J. M. Prichard.

P.S.

Be sure and see what "Voter" has to
say in next issue of the Big Stone Post.

J. M. P.

Office of
Dr. J. W. Richards
Olin, Pa.

8

J. W. Richards

\$12.00



April 24

1903

No.

\$12.00

Received of R. L. Pennington, Treasurer of A. J. Call
C. H. Twelver Dollars

for medical services to death

J. M. Richard

8



April 2d

1903 No.

\$18.25

Received of Robt. A. Cunningham Under of
T. J. Collier Est Eighteen & 25/100 Dollars

for burning clothes &c -

Taylor & Collier.

Taylor & Collier -

7



April 24 1903 No. \$1200

Received of Robt. P. Huntington Agent of the East
of J. J. Collins Twelve Dollars

for Medicine attendance on deceased in last illness.

Please sign & Return

Calvert Litho. Co. Boston

Dr. Jas. D. Hurst

1903. Inca Collier Co.

of Oringen Station Or
March 1st Medical Visit \$5.⁰⁰

J. B. Mabe M.D.

Big Stone Gap

Va.

I, J. B. Mabe do hereby certify that
the foregoing account is due
correct and unpaid. Given
under my hand this 10th
day of April 1903.

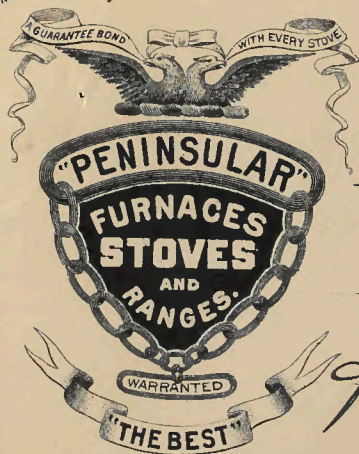
J. B. Mabe

Subscribed and sworn to before
me this April 10, 1903.

R. M. Barron, A.B.

9

Dr. Moler



April 24

1903

No.

\$40.00



Received of

R. L. Pennington Allen &

W. J. Collins Est. - Forty

Dollars

for Coffee for the account

Wm. H. Taylor

By Cash

10



April 24 1903 No. \$3 00

Received of Robt L Pennington Attorney at
Law Collins's Est. Three Dollars

for living service of funeral of deced.

Goodbye & Sons

77



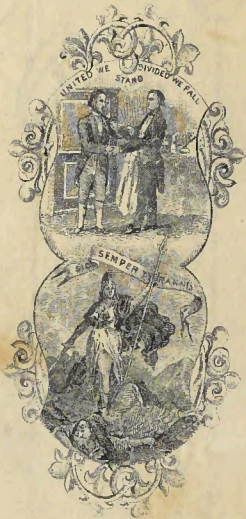
April 24 1903 No.

\$5.00

Received of R. L. Pennington admr of A. J.
Collins Est - Firm Dollars

for medical attendance to decedent -

G. B. Mable M. D.



\$150⁰⁰

Big Stone Gap, Va., July 30 1903

Ninety days after date I promise
to pay to the order of Interstate Finance & Trust Co.

One hundred and fifty ————— Dollars
with interest at six per cent per annum after maturity.

Negotiable and payable at the office of Interstate Finance & Trust Company
Big Stone Gap, Va. We the maker and endorser of this note hereby waive all
benefit of the homestead exemption law, and we also waive presentment, protest and
notice of dishonor.

Due April 2, 1903,
No. 45

A. J. Collins & Co.

J. B. Collins

J. H. Collins

PAY TO THE ORDER OF
Any Bank, Banker or Trust Company,

APR 24 1903

Interstate Finance & Trust Co.

BIG STONE GAP, VA.

R. P. BARRON, Treasurer.

Receipts from
R L Pennington
Adm'r. of a J.
Carrick Dred
One hundred
fifty & 10/100
Dollars in full
of the Water
note -

Chas E. Cushman

Mr R L Prumpton Administrator

Big Stone Gap, Va.,

Apr 6

1903

— IN ACCOUNT WITH —

✧ GOODLOE BROTHERS, ✧
MERCHANTS.

.....TAN BARK. LIVERY.

Mar 3 To Hack Team (for Livery) \$2.00

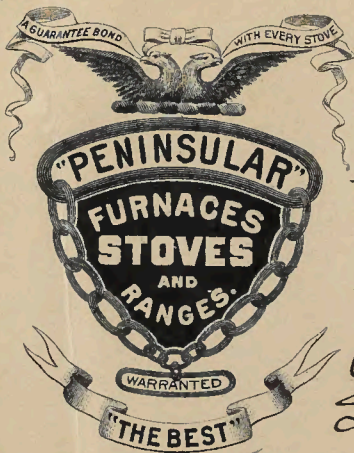
D. E. E. Goodloe, a member of the firm of Goodloe Bros,
do certify that the foregoing account is correct due and
unpaid. Given under my hand April 7, 1903

E. E. Goodloe

Subscribed and sworn to before me
this April 7, 1903.

R. M. Borron. A. P.

Gooden Bros
#3⁰⁰



2805

Feb 23 1904

No. _____

\$ 7.64

Received of P. H. Munsey order of A. J. Adams
Sum of 64/100 Dollars

Certs in Chain Link - of P. H. P. Adams - T. J. P.
Smith.

A. B. Munsey late Clerk



No 6-

Feb 23 1904 No. \$ 2.99
Received of R. L. Cunningham for A. J. Collins
Two & 99/100 Dollars

for appointment bond &c -

A. B. Munsey, late Clerk



April 18, 1904
Received from Robt. Cunningham, Adm. of
H. Keller. Ninety Four & 25/100 Dollars.
for Clinic of Geo. P. Thompson Jr. & Int.

\$94.25

M. G. Ely, Atty. for
Thompson



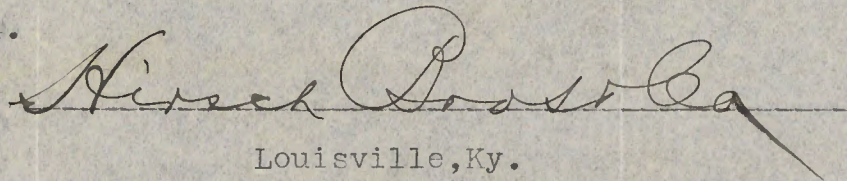
Apr 18. 1904
Received from R. M. Pennington Allen
of A. J. Keller Auction & 66/100 Dollars.
Agent of Ocean of Virginia Ins & Co. v. A. J.
Keller's

\$19.66,

L. M. Pennington
Assurance of Virginia Ins Co

For value received we hereby assign our account of \$19.20 against
A.J. Collier and Co., to L.M. Pennington, without recourse, except that
we guarantee that said claim is due, just and unpaid.

This Feby 10, 1904.


Louisville, Ky.



Apr 21 1904
Received from P. Punnett Adm of
A. J. Fletcher
Truly Yours, \$81000 Dollars.

Claim of Armstrong Coles & Co. v. Collier

\$94.98

Punnett Bros & Bros & Bruce
Attys for &c



April 21st 1904.
Received from R. L. Pennington, Admr.
of Est. of A. J. Collier,
Fifty-six & $\frac{67}{100}$ Dollars.

In full of claim of Frank O. La Londe & Co.
as listed by Commr. in case of R. L. Pennington
Admr. vs. J. P. Smith.

\$56.67.

A. M. Louns,

Atty.



April 19. 1904
Received from R. P. Pumphrey of
A. J. Clark Firm & 65.00 Dollars.
Closing of S. M. Ferry & Co v. Clark

\$5.65

Pumphrey & Co
S. M. Ferry & Co



April 19- 1904
Received from R. B. Cunningham Adm of
A. C. Coker - Seamer & 86/100000 Dollars.
Balance of Standard Oil Co. & C. Coker

\$7.86

Cunningham Bros Attys
Standard Oil Co



Yoric 19- 1904
Received from R. H. Pennington Adams
a check for Fifty Four & 30/100 Dollars.
Clover of G. B. Keeley -

\$54.30

L. J. Hyatt
Att'y for G. B. Keeley



April 19- 1904
Received from R. D. Cunningham
a. J. Keller & Co - Fifteen & 19/100 Dollars.
Claim of Shorts & Crofts & Collier

\$ 15.19-

A. N. Kilgore
Atty for Shorts & Crofts



Apr 19- 1904
Received from R. R. Pennington Attor of
A. J. Olsen & Son Auctioneers & 53/ Dollars.
Owner of Pennington Milling Co & O'Brien

\$ 17.53

L. T. Hyatt

Attor of Pennington Milling Co



April 19- 1904
Received from R. H. Hunter Adm of
A. J. Allen Est. Minton + 93/100 Dollars.
Owner of Est. Brown Co. v. Collier

\$ 19.93

A. N. Kilgore
Treas



April 19- 1904
Received from R. P. [unclear] of
A. J. [unclear] & Co. Hundred & 75/100 Dollars.
[unclear] of Boston Hardware Co. -

\$100.75-

R. T. [unclear]

[Signature]



April 19- 1904
Received from R. L. Thompson Adm of A. C. Co.
Eleven & 48/100 Dollars.
Order of Hughes & Co. & Collins

\$ 11. 48

A. N. Kilgore

Wm



April 19 1904
Received from R. R. Roughton Allamogosa, N. J.
Collector Twenty Five & 66/100 Dollars,
Claim of Kolomazoo Creek Co. & Collector

\$25.66

A. R. Kilgore

Atty



April 19- 1904
Received from Robt L. Drummond
a Check for Twenty Six & 78/100 Dollars,
Value vs. Ent of a fawn of Hoke's fawn

\$26.78

A. M. Kilgore

Atty



Aug
~~April~~ 19 1904
Received from R. B. Huntington Allen of N. J.
Callus for Thirty Six & 21/100 Dollars.
Order of Norton Grocery Co. & A. J. Allen

\$ 36.21

Alderson & Kilgore
Allen



April 20 - 1904
Received from R. H. P. Hunter & Son
Twenty Nine & 7/100 Dollars.
Owner of Buckshotter Wholesale Grocery Co. & Co. & Co.

\$29.07

A. M. Kilgore

Wiley



April 19- 1904
Received from R. Cunningham Allen of the
Collier and Fifty Four and 62 Dollars.
Owner of Graham Saffley Co & Collins

\$54.62

A. M. Kilgore

Atty



April 19th 1904
Received from R. H. Cameron Treasurer of
A. J. Collier, Sixty Three & 8/100 Dollars.
Order of J. P. Bell & Co. & J. Collier

\$63.82

A. N. Kilgore

Atty



April 21 - 1904
Received from R. L. Bampton Adm. of A. G.
Carter Ex. One Hundred Sixty Two ⁷⁶/₁₀₀ Dollars.
Clover of King Bros Shoe Co. v. Carter

\$162.76

R. T. Irvine
Atty



~~Office~~ Aug 19 1904
Received from R. T. Doughton Treasurer of
Gloucester Society Trust \$98.00 Dollars.
Order of E. W. King & Co & Collins

\$94.98

Thank you R. T. Doughton
R. T. Doughton

ALL ACCOUNTS ARE DUE WHEN STATEMENT IS RENDERED.
Statement.

Big Stone Gap, Va., *Apr 10*, 190*3*

M Estate of *A. J. Collier,*
To HEAD, SLOAN & TAYLOR Dr.

—DEALERS IN—

General Merchandise, Furniture, Sash and Doors.

Mar 2 one coffin & case \$40.00

*I W. W. Taylor, a member of the firm
of Head Sloan Taylor, do solemnly
swear that the foregoing account
is just and correct due and
unpaid. So help me God.*
W. W. Taylor

Virginia Wise County to wit
Subscribed and sworn to
before me this April 10, 1903
R. P. Borron, A. P.

~~Dr. Miller~~

Herel
Gloam +
Taylor
\$40⁰⁰



\$

Dec 8th 1904.
Received from R. L. Pennington
Admr, &c., Ten & ^{no}/₁₀₀ — Dollars.

In full of bal. of all fees due
me as Comr. in the A. J. Collier Est.

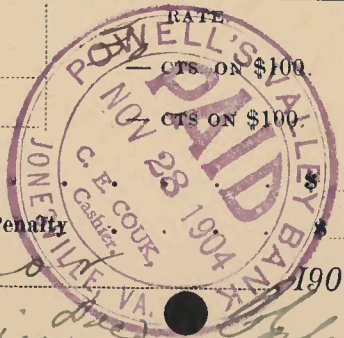
A. W. Gorins.

Ray M. Jones *R.S. Dunnington - Attorney for Johnathan Smith & Co. Dunnington*
CORPORATION TAX.
 To Town of Jonesville, Virginia, Dr.

TAXES FOR 190

	VALUATION.	RATE.	AMOUNT.
PERSONAL PROPERTY	\$ <i>850</i>	— CTS. ON \$100.	<i>255</i>
REAL ESTATE	\$	CTS ON \$100.	
Total			

Penalty



Received payment, this the *28* day of *Nov* 190*4* From
R.S. Dunnington *James J. Agnew* Treasurer.

Mr. Ely, M. G. Receiver of Pennington ^{Fiduciaries} against Smith, R. L. Pennington
 Jonesville District, No. 3.
 To A. M. ELY, Treasurer Lee County, Virginia, Dr.

No. P36 No. L11 1904		STax 20 & 25	St'e schl tax	Pensions	Co. Levy 40	Road T. 33 1/2	Co. sch'l tax	Dis Schl tax	TOTAL AMT	
		cts. on \$100	10 cts on \$100	5 cts on \$100	cts. on \$100	cts. on \$100	10 cts on \$100	10 cts on \$100	OF TAXES.	
Head Tax	Val.	\$1 50							\$1 50	
Per. Prop.										
Bonds, Notes & No.	Tracts Acres									
	850	2 12	85		3 40	2 84	85	85	10	91
Lots										
TOTAL										
5 per cent pen'ty							*		10	91
									55	

Received Payment, Dec 8 1904 A. M. Ely, Treasurer. 11.46
 Received payment of R. L. Pennington Adm'd.



April ~~24~~ 21 1904
Received from R. D. Drummonds Adm
of A. Leslie
Eighteen 00 Dollars.

Comro fee in part - R. D. Ad v - J. P. Smith

\$18 00

A. M. Louis



\$ 150

Apr 21 1904
Received from P. H. Crumpton Adams
Cash & 100.00 Dollars.
H. O. fee in P. H. Crumpton & J. O. Everett
Geo. P. Credlin



April 21- 1904
Received from R. L. Duncanson Advers
of A. Collier's Est. Fifteen Dollars.
All paid by Crs. of A. J. Collier's
debt of R. L. D. Advers v. J. P. Smith.

\$15.00

L. T. Duncanson
Of Counsel for Petitioner's Crs.



April 24- 1904
Received from R. O. Adams
of A. C. Callister Three 78 Dollars.
from R. O. Adams v. J. P. Smith

\$ 378

W. T. Ewing clerk.



April 21- 1904
Received from R. R. Cunningham Adm'r
of A. J. Keller's Est. Sum of 40 Dollars.
Prested for in R. R. Cunningham v. G. F. Smith

\$740

C. R. Spinkle.

#

Vouchers of
R. L. Pennington
Adm.

#

Pennington Bros.

ATTORNEYS AT LAW.

JONESVILLE AND PENNINGTON GAP VA.

Powell's Valley Bank,
JONESVILLE, VIRGINIA.

\$35⁰⁰
87 35⁸⁷

Jonesville, Va., May 5, 1901

Thirty days after date 5 promise to pay to the order of

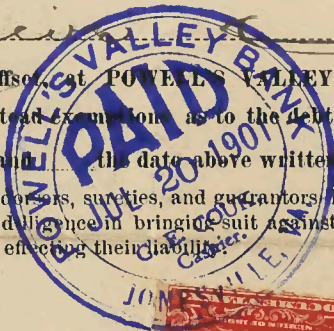
Wm Brown

Thirty Five Dollars.

Negotiable and payable, without offset, at POWELL'S VALLEY BANK, Jonesville, Va., for value received, and waive the benefit of any homestead exemption as to the debt evidenced by this note.

Given under my hand this date above written.

The undersigned principals and the endorsers, sureties, and guarantors hereby waive presentment for payment, demand, protest and notice of protest or non-payment of this note and diligence in bringing suit against any party hereto, and agree that time of payment may be extended without notice or other consent and without effecting their liability.



Due May 5, 1901

Wm Brown

We, as endorsers of this note, waive demand,
notice, protest, all exemption laws, and guaran-
tee payment of same, and acknowledge that we
sign with a full understanding of this endorsement.

A M Brown

BROWN & ORR,
Agricultural Implements, &c.

Powell's VALLEY BANK

No. 5-63

OF JONESVILLE, VA.

Jonesville, Va. Nov 5th

1902
~~189~~

Pay to the order of C. H. Brown

Fourteen $\frac{92}{100}$

\$14.92
 $\frac{100}{100}$
Dollars

For Premium on Policy 1.187.863

Brown & Orr

R

Jonesville, Va. Jonesville, Va.

Chas Brown
58

PAY NATIONAL BANK OF VA.

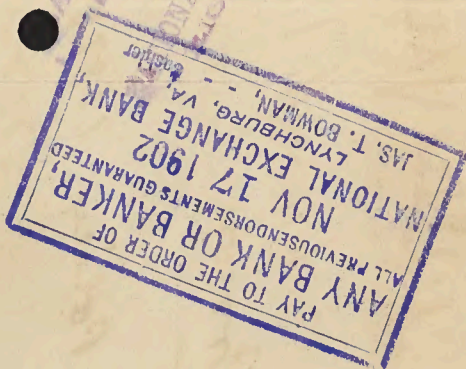
RICHMOND, VA.

CREDIT OF

MUTUAL LIFE INS. CO. OF N. Y.,

WM. H. GRAHAM,

CASHIER.



BROWN & ORR,
Agricultural Implements, &c.

Powell's VALLEY BANK

No. _____
OF JONESVILLE, VA.

Jonesville, Va. Aug 15 1893

Pay to the
order of

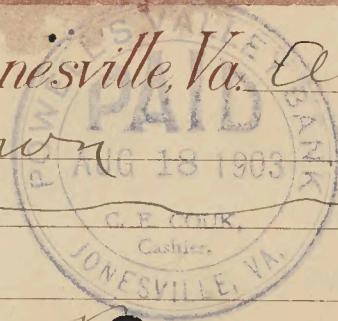
LeK Brown

Three

\$3.00
Dollars

For

LeK Brown & Orr



Le H Brown

C. A. Russell

59

BROWN & ORR,
Agricultural Implements, &c.

Powell's VALLEY BANK

No. _____

OF JONESVILLE, VA.

Jonesville, Va. June 15- 1893

Pay to the order of B. A. Orr

Forteen 75/100

For Cash. etc. for B. A. Orr

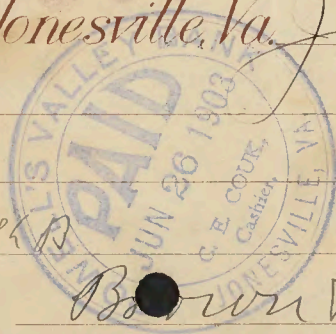
\$1475-

Dollars

Brown T Orr

R

Jonesville N.C. Jonesville, N.C.



60

B. F. Orr,

THE NATION'S UNION BANK OF MD.
BALTIMORE, MD.

JUN 23 1903

Planters Bank,

PAY TO THE ORDER OF

W. G. VENABLE, Cashier,
FARMVILLE, VA.

PLANTERS BANK OF FARMVILLE,
JUN 23 1903

ANY BANK OR BANKER
PRIOR ENDORSEMENT GUARANTEED.

JOSEPH B. BART, President,
KNOXVILLE, TENN.

HOLSTON NATIONAL BANK,
PAY TO THE ORDER OF
ANY BANK OR BANKER

PAY TO THE ORDER OF
ANY BANK OR BANKER,
ALL PREVIOUS ENDORSEMENTS GUARANTEED

JUN 24 1903

NATIONAL EXCHANGE BANK,
LYNCHBURG, VA,

JAS. T. BOWMAN, - - Cashier

Allen, Stephenson & Co.

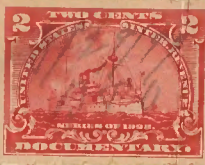
KNOXVILLE, TENN.

HOLSTON NATIONAL BANK

Pay to the Order of

BROWN & ORR,
Agricultural Implements, &c.

(e)



Powell's VALLEY BANK

No. 472

OF JONESVILLE, VA.

Jonesville, Va. Aug 29 1899

Pay to the order of L. H. Brown
Five No. 100

For Coal.

\$ 5.00
Dollars

Brown & Orr

R

Jonesville, Va. 20. Jonesville, Va.

JONESVILLE, VA.
POWELL'S VALLEY BANK,
C. E. COOK, Cashier.

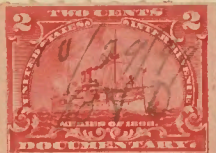
AUG 29 1899

PAY TO THE ORDER OF

56

Edith Brown

BROWN & ORR,
Agricultural Implements, &c.



Powell's VALLEY BANK

No. 483

OF JONESVILLE, VA.

Jonesville, Va. Oct 29th 1899

Pay to the order of Sterchi Bros

Ten 25/100

\$10²⁵-

Dollars

For in full of ac

Brown & Orr

Jonesville Lith. Co. Jonesville, Ky.

Pay to the order of
THE CITY NATIONAL BANK,
KNOXVILLE, TENN.
STERCHI BROTHERS

PAY TO THE ORDER OF

WILLIAM T. MARFIS

001 51 15-3

THE CITY NATIONAL BANK

KNOXVILLE, TENN.

WILLIAM T. MARFIS

5-7

BROWN & ORR,
Agricultural Implements, &c.



Powell's Valley Bank

No. 469

OF JONESVILLE, VA.

Pay to the
order of Mrs. Talley
From No. 100
For work. L. B.

Jonesville, Va. Aug 25 1899
\$4.00
Dollars

PAID
AUG 25 1899
POWELL'S VALLEY BANK
C. E. COOK,
JONESVILLE,
Va.

Brown & Orr

Jonesville (Va.) Co. Jonesville, Va.

Wm. Talley
J. O. Gibson & Co

55-

POWELL'S Valley Bank

NO 369

JONESVILLE, VA. June 26 1897

Brown & Orr,
Agricultural Implements, &c.,
Jonesville, Va.

PAY TO THE
ORDER OF

Robt. Williams
From 78
For W & B.

\$ 478

DOLLARS

Brown & Orr

R. W. Washburn

LC

POWELL'S Valley Bank

No 383

JONESVILLE, VA. Sept 14 1897

Brown & Orr,
Agricultural Implements, &c.
Jonesville, Va.

PAY TO THE
ORDER OF

Jessie Dorton
Three 50s

\$ 3 $\frac{50}{100}$

DOLLARS

Brown & Orr

B.

Josie Dorton
J L Fugate

PREVIOUS ENDORSEMENTS GUARANTEED
PAY TO THE ORDER OF
ANY BANK OR BANK
DOMINION NATIONAL BANK,
BRISTOL, (VA.), TENN.
H. E. JONES, - CASHIER.

PAY TO THE ORDER OF
ANY BANK OR BANKER,
THE CITY NATIONAL BANK,
KNOXVILLE, TENN.
Wm. T. MERFIELD, Cashier.

29

POWELL'S Valley Bank

NO 348

JONESVILLE, VA., Jan. 4 1897

Brown & Orr,
Agricultural Implements, &c.,
Jonesville, Va.

PAY TO THE
ORDER OF

Le R Brown

\$ 2.25

Two

25
xx

DOLLARS

For self.

Brown & Orr

Left Brown
Post Office
McDaniel's Rev.

PAY TO THE ORDER OF
Any BANK OR BANKER,
BANK OF GATE CITY,
GATE CITY, VA.
I. P. KANE, Cash.

Pay to the order of
ANY BANK OR BANKER
CITY NATIONAL BANK,
KNOXVILLE, TENN.
Wm. S. STEPHENS, Pres.

52

JAN 9 1897
CHAS. WARREN, Cashier
LOUISVILLE, KY.
AMERICAN NATIONAL BANK
OF
ANY BANK OR BANKER,

POWELL'S Valley Bank

No. 111

JONESVILLE, VA., April 30 1896

Brown & Orr,
Agricultural Implements, &c.
Jonesville, Va.

PAY TO THE
ORDER OF

Blanchenship & Jamison

\$ 2 ²²/₁₀₀

Two

22
xx DOLLARS

For Cash B.

Brown & Orr

R. B.

Blankenship & Jamison

~~Blankenship & Jamison~~

51

POWELL'S Valley Bank

NO 133

JONESVILLE, VA., Oct 16 1896

Brown & Orr,
Agricultural Implements, &c.,
Jonesville, Va.

PAY TO THE
ORDER OF

Mrs. Richmond

\$ 575-

Five

$\frac{75}{100}$

DOLLARS

Brown & Orr

Wm Richmond
Coulbros

25

POWELL'S Valley Bank

NO 134

JONESVILLE, VA., Oct 16 1896

Brown & Orr,
Agricultural Implements, &c.
Jonesville, Va.

PAY TO THE
ORDER OF

Mr Hill

\$ 4, 25-

Four

$\frac{25}{100}$ DOLLARS

Brown & Orr

Wm Hill
Coul Bros,
49

POWELL'S Valley Bank

No 98

JONESVILLE, VA. August 1st 1895

Brown & Orr,
Agricultural Implements, &c.
Jonesville, Va.

PAY TO THE
ORDER OF

J. H. Jenkins

\$ 7.00

Seven and 00/100 DOLLARS

For U.S.R.

Brown & Orr

H Jenkins

Mr Brown
C. A. Russell

44

POWELL'S Valley Bank

No. 104

JONESVILLE, VA., Sept 28 1895

Brown & Orr,
Agricultural Implements, &c.
Jonesville, Va.

PAY TO THE
ORDER OF

Bill Richmond
in One
Hundred & 00/100

\$100

DOLLARS

Brown & Orr

Wm Richmond
J. O. Gibson to

45-

POWELL'S Valley Bank

NO. 87

JONESVILLE, VA., Feb 25 - 1895

Brown & Orr,
Agricultural Implements, &c.
Jonesville, Va.

PAY TO THE
ORDER OF

cash Brown

\$

1.80

One

80/100

DOLLARS

For self.

Brown & Orr

C. K. Brown

FOR COLLECTION
FOR ACCOUNT OF
PENNINGTON GAP BANK,
PENNINGTON GAP, VA.
A. G. HYATT, Cashier.

97

POWELL'S Valley Bank

No. 115

JONESVILLE, VA., May 1 1896

Brown & Orr,
Agricultural Implements, &c.,
Jonesville, Va.

PAY TO THE
ORDER OF

Mrs Talley

\$ 1.25-

One hundred and 25-
xx DOLLARS

For cash.

Brown & Orr

2. 11 -
W. C. Colley

[4]

POWELL'S Valley Bank

No. 113

JONESVILLE, VA., April 30 1896

Brown & Orr,
Agricultural Implements, &c.
Jonesville, Va.

PAY TO THE
ORDER OF

H. G. Hyatt

\$ 1.80

One 80
100

DOLLARS

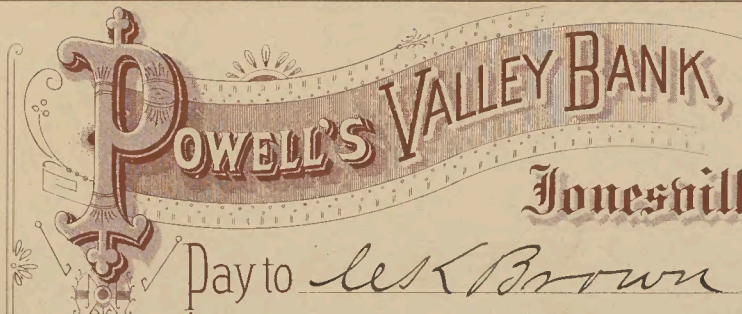
For L. B.

Brown & Orr

Al Hyatt

FOR COLLECTION
FOR ACCOUNT OF
~~PENNINGTON~~ GAP BANK,
PENNINGTON GAP, VA.
A. G. HYATT, Cashier

27



No. _____

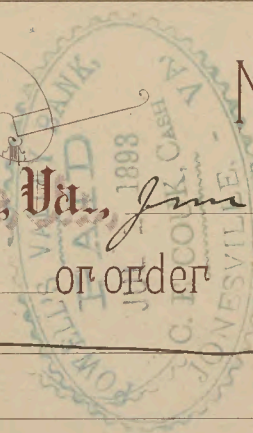
Jonesville, Va., June 29 1893

Pay to *Lesk Brown* or order \$ *10.00*

Ten Dollars

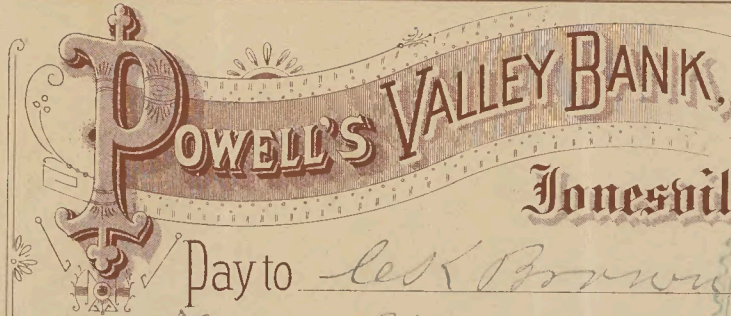
For *Charge to his acc't*

Brown & Orr



Let K. Brown
to A. Russell

731



Jonesville, Va.

No. _____

Pay to Lesk Brown

or order

\$ 225-

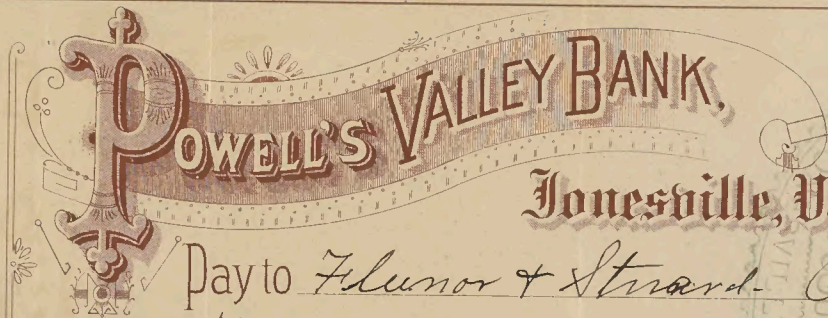
Dollars

For _____

Brown & Orr

Est Brown
J. P. Gibson & Co.

67



No. _____

Jonesville, Va., June 28 1893

Pay to F. L. Minor & Strard. or order \$ 7⁵⁰

Two 50s _____ Dollars

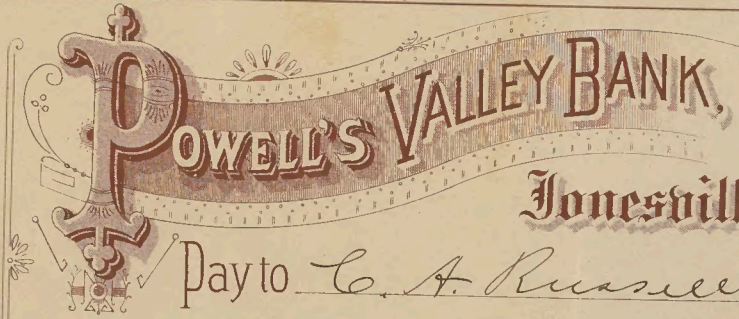
For work on house of M. W. Richmond. Estate.

Brown & Orr

to
Henson & Stewart
his
By Cairn Stewart
more

attest
W.B.C.

14



No. _____

Jonesville, Va., July 3 1893

Pay to C. A. Russell or order \$

one 750

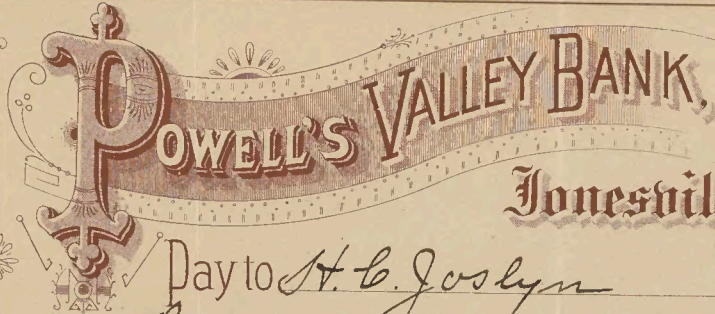
Dollars

For Geo. K. Brown

Brown & Co

B. A. Russell

07



No. _____

Jonesville, Va., July 10th 1893

Pay to *H. C. Joslyn*

or order \$ *3 1/2*

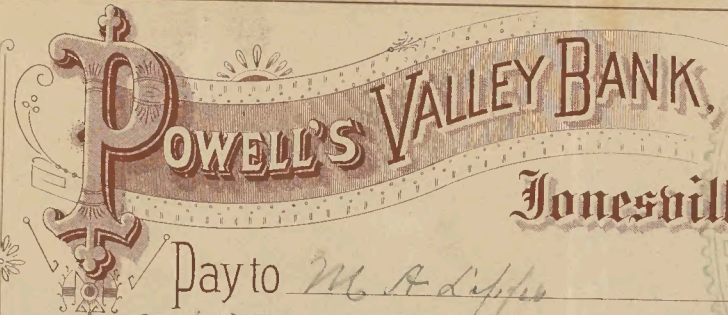
Three 1/2

Dollars

For Charge to the acct. of *C. K. Brown*

Brown & Orr

H. C. Joslyn



No. _____

Jonesville, Va., July 12 1893

Pay to M. A. Lippert or order \$ 0.90
in Ninety cents or Dollars

For Charge to the acct. of L. K. B.

Brown & Co.

des
M. A. Kapp
mann



No. _____

Jonesville, Va., July 27 1893

Pay to Mamieon Miles or order \$ 2.80

Two 89 Dollars

For Charge to the acci. of Brown

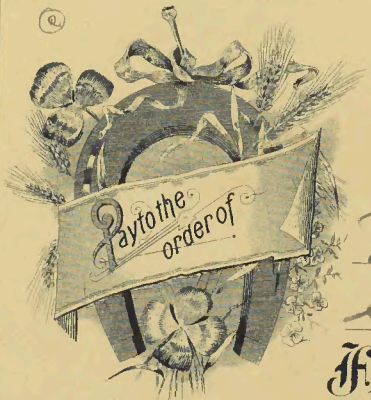
Brown & Co.

In Monerva Index
M. J. M. J.

Lomison.

67

BROWN & ORR,
AGRICULTURAL IMPLEMENTS, &C.



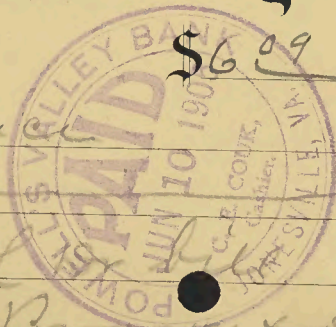
Jonesville, Va. *June 10th* 1905 No. 502

Powell's Valley Bank

\$6.09

M. B. Spencer
Six
For *in full of* *1905*
1300.00 & over

09 Dollars



M. S. Spruce
by Peter Maclean

BROWN & ORR,
Agricultural Implements, &c.

Powell's VALLEY BANK

OF JONESVILLE, VA.

No. 424

Jonesville, Va. Aug 1st 1903

Pay to the
order of

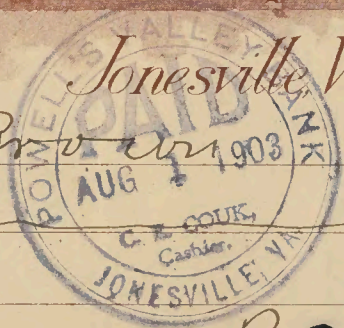
C. H. Brown

Five

For

\$5.00

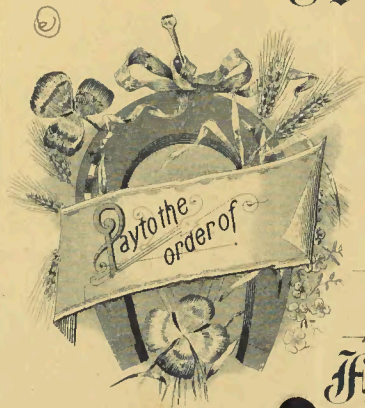
Dollars



Brown & Orr

L. H. Brown

BROWN & ORR,
AGRICULTURAL IMPLEMENTS, &C.



Designed by H. W. Co. Louisville, Ky.

Jonesville, Va. *Sept 5th* 190*3* No. *4357*

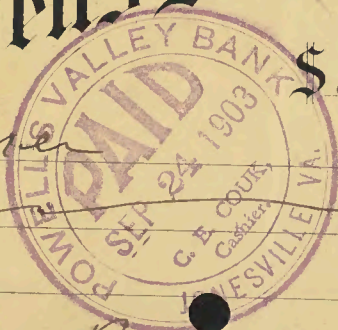
Howell's Valley Bank

\$ *3 20*

Haynes
Three
For

$\frac{20}{100}$ Dollars

Brown & Orr



Hagner

Pay Third National Bank,

DAYTON, OHIO, OR ORDER.

W. F. DOLKE, Treas.

ENDORSEMENTS GUARANTEED,
PAY ANY BANK OR BANKER
OR ORDER,

SEP 21 1903

THE FOURTH STREET NAT'L BANK
OF PHILADELPHIA,

E. F. SHANBACKER, Cashier.

PAY TO THE ORDER OF
ANY BANK OR BANKER,
ALL PREVIOUS ENDORSEMENTS GUARANTEED
SEP 22 1903
NATIONAL EXCHANGE BANK,
LYNCHBURG, VA.,
JAS. T. BOWMAN, - - Cashier

PHILADELPHIA
The Third National Bank,
Dayton, Ohio.
Chas. Renck, Cashier.

62

BROWN & ORR,
Agricultural Implements, &c.

Powell's VALLEY BANK

OF JONESVILLE, VA.

No 426

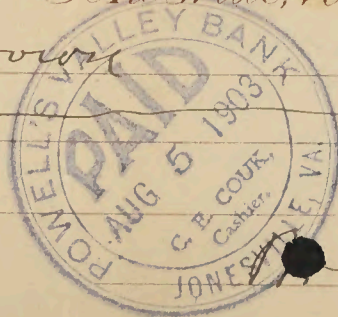
Jonesville, Va. Aug 5th 1892

Pay to the
order of C. H. Brown
Two

\$2.50

For C. H. B.

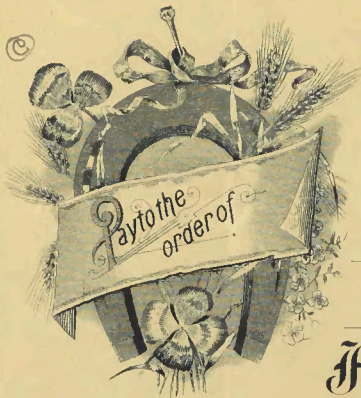
$\frac{50}{100}$ Dollars



Brown & Orr

Le, H, Brown

BROWN & ORR.
AGRICULTURAL IMPLEMENTS, &C.

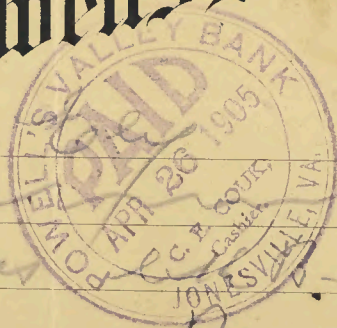


Jonesville, Va. *April 24* 1905 No. *485-*

Howell's Valley Bank

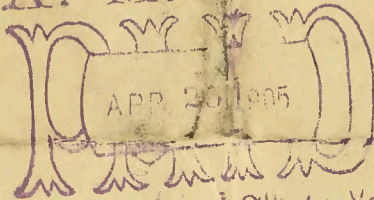
\$ *2.91*

Am. ...
Two ...
For *... Jones* *91* Dollars



Brown & Orr

A. M. ELY,



Treasurer of Lee County, Va.

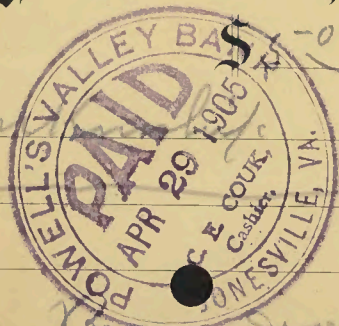
BROWN & ORR,
AGRICULTURAL IMPLEMENTS, &C.



Jonesville, Va. *April 29* 1905 No. *483*

Howell's Valley Bank

C. C. Blankenship
Five
For *cash*



5.00
Dollars

C C Blankenship

64

BROWN & ORR,
AGRICULTURAL IMPLEMENTS, &C.



Louisville, Ky. Co. Louisville, Ky.

Jonesville, Va. Nov 15 1904 No. 461

Howell's Valley Bank

\$3.50

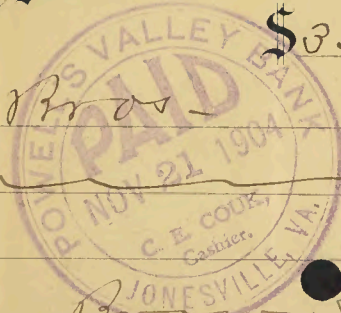
Heller Bros

Three

For

50 Dollars
100

Brown & Orr



TO THE ORDER OF ANY
BANK OR BANKER
GUARANTEED
1904
NATIONAL BANK OF VIRGINIA,
BRISTOL, VA. Cashier

PAY TO THE ORDER OF
Dominion National Bank,
BRISTOL, VA.
MELLEN BROS.

PREVIOUS ENDORSEMENTS GUARANTEED
PAY TO THE ORDER OF
ANY BANK OR BANKER,
DOMINION NATIONAL BANK,
BRISTOL, (VA.) TENN.
H. E. JONES, PRESIDENT

44

Cheques Braum & Co.
Charged in C. K. Braum's
account.

Exhibit

Cheques 44 to 73
with depositions of W. E. Orr

228-	500
350	291
478-	250
400	320
1025-	500
500	609
1475-	280
300	90
1492	312
	175-
<hr/> 7245-	3327
6744	250
<hr/> 139.89	1000
	180
	125-
	180
	100
	360
	425-
	575-
	222
	<hr/> 6744

MAKE ALL REMITTANCES TO RICHMOND, VA.

No. 693

Richmond, Va. 11/1/1906

M. Breunert & Co.

Bought of Jonesville, Va.

Your Order

R. F. E. Standard Oil Company,

Terms,

Second & Stockton Streets, Manchester.

PACKAGES	KIND	GALLONS	PRICE	AMOUNT	TOTAL
	Standard Gas Engine Oil	54	33 1/2		168
1-5	Gal. Can		50		50
					218
70	J. C. Boatright				
	Accounts				

Shipped at Buyer's risk of leakage or loss from

TRISTOL

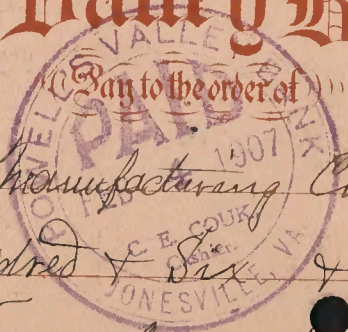
Farmer

Jonesville, Va. January 25th 1907. No. _____

CAPITAL & SURPLUS
\$ 32,000.



Howell's Valley Bank



Pay to the order of

Kentucky Wagon Manufacturing Co. \$106.21

One hundred & Six & $\frac{21}{100}$ Dollars
Sept
For ~~note~~ of Brown & Orr
to Ky Wagon Mfg Co.

James W Orr, Treasurer &c.

Pay any Bank, Banker or Trust Co.
OR ORDER
KENTUCKY WAGON MFG CO.

By

W. J. Smith

Secretary.

PAY TO THE ORDER OF
NATIONAL BANK,
INDIANAPOLIS, INDIANA.
PRIOR ENDORSEMENTS GUARANTEED.
PLANTERS BANK OF FARMVILLE, VA.
FARMVILLE, VA.
W. B. VENABLE, CASHIER.

PAY TO THE ORDER OF
NATIONAL BANK,
INDIANAPOLIS, INDIANA.
PRIOR ENDORSEMENTS GUARANTEED.
NATIONAL EXCHANGE BANK,
LYNCHBURG, VA.
E. T. MICHAELS, CASHIER.

Jonestville, Va. January 25th 1907. No.

CAPITAL & SURPLUS
\$ 32,000.



Howell's Valley Bank

Pay to the order of

Geo W. Hyatt, Cashier

\$ 102.67

One hundred & two
For note of Brown & Orr
to Ky Wagon Mfg Co.

67/100 Dollars

James W Orr, Treasurer &c.

Pay Any Bank, Banker or Trust Co.
OR ORDER.

All Prior Endorsements Guaranteed

THE PEOPLES NATIONAL BANK,
of Jonesville, Va.

JNO. W. HYATT, - - Cashier.

\$ 21.10

Oct 16,

1903

At Sight

Pay to the

Order of Knox Co Bank & Trust Co

Twenty-one

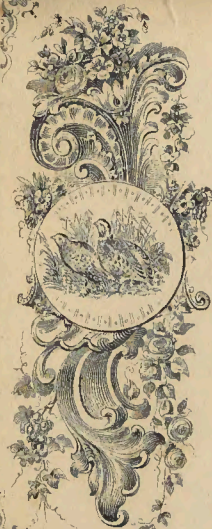
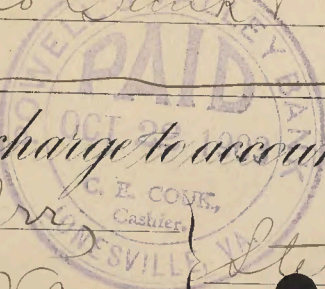
¹⁰/₁₀₀ Dollars

Value received and charge to account of

To Brown & Orr

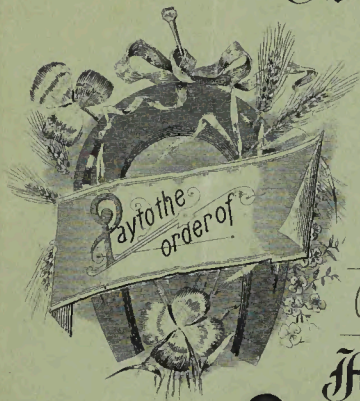
No. 3rd St. Va.

Storchi Bros.



BY THE ORDER OF
Cashier, for Collection, Acct. of
Knox County Bank & Trust Co.
KNOXVILLE, TENN.
CHARLTON KARNS, CASHIER.

BROWN & ORR,
AGRICULTURAL IMPLEMENTS, &C.



Louisa, Va. Co., Louisa, Va.

Jonesville, Va. *Sept 30 1906* No. *592*

Howell's Valley Bank

\$ *110*

John Allen
Orn

For Land Warrant

10
100

Dollars

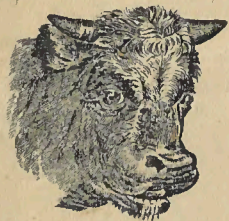
J Brown & Orr

John Allen

31

Jonestville, Va. *Oct 4th* 1906 No. *10*

CAPITAL & SURPLUS
\$ 32,000.



Powell's Valley Bank

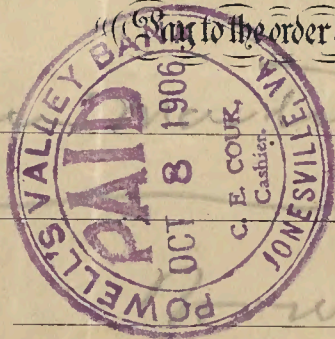
Pay to the order of

Mrs. L. E. ...

\$ *100*

One

Dollars

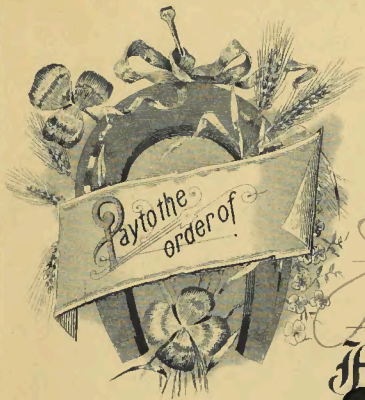


Mrs L. M. Martin

Corn Bros

35

BROWN & ORR.
AGRICULTURAL IMPLEMENTS, &C.



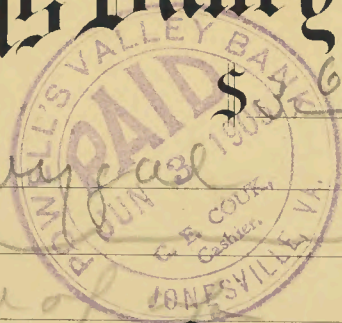
Jonesville, Va. *June 2nd* 190*5* No. *498*

Powell's Valley Bank

\$ *62*

James Wayland
Thru

For *in full of*
ltd



62 Dollars

Brown & Orr

James B. Wygal

7E

BROWN & ORR,
AGRICULTURAL IMPLEMENTS, &C.

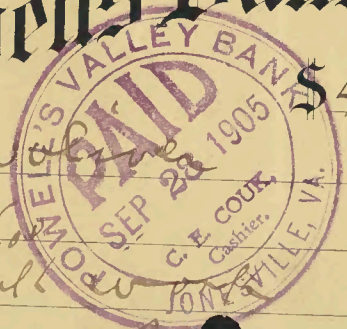


Copyright 1894 by C. Jonesville, Ky.

Jonesville, Va. *Sept* 20 1905 No. *533*

Howell's Valley Bank

Mary W. [unclear]
from 50%
For 3 weeks



\$ *4 50*

Dollars

Brown & Orr

Mary ^{Mahine}
C. A. Russell

72

BROWN & ORR.
AGRICULTURAL IMPLEMENTS, &C.



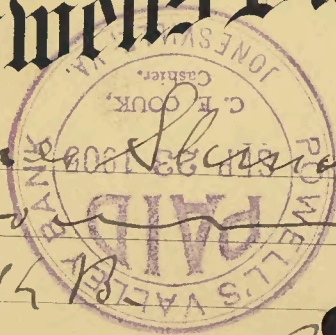
Lowville 19th Co. Janesville, N.Y.

Jonesville, Va. Sept 24 1905 No. 534

Howell's Valley Bank

\$2.00

James Schneider
Two Dollars
for bill B



Brown & Orr

James Standefer

83

Howell's Valley Bank

\$650

Alice H. Buff

Six _____ *50* Dollars

For Sewing for Lett B. ¹⁰⁰
Brown & Co

Alfred T. Lee
J. R. Gibson & Son

39

BROWN & ORR,
AGRICULTURAL IMPLEMENTS, &C.



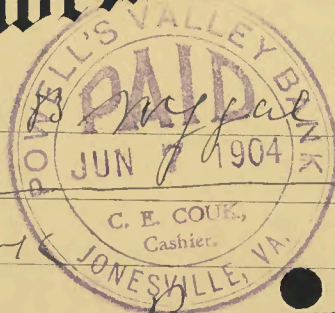
Jonesville, Va. June 6th 1904 No. 462

Howell's Valley Bank

\$4⁰⁰

James B. McFarland

For work

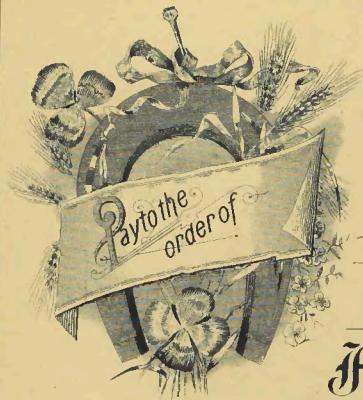


Dollars

Brown & Orr

James B. Wygal
J. M. Foster.
Fannie J. Nugent
Carl & Bro
40

BROWN & ORR.
AGRICULTURAL IMPLEMENTS, &C.



Louisville, Ky.

Jonesville, Va. *July 28 1904* No. *478*

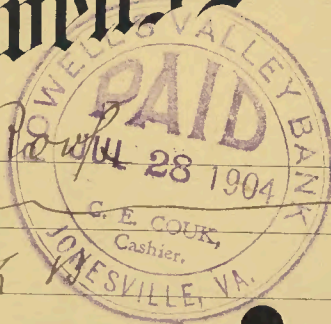
Howell's Valley Bank

\$ *1.00*

C. T. Powell

One

For *let*



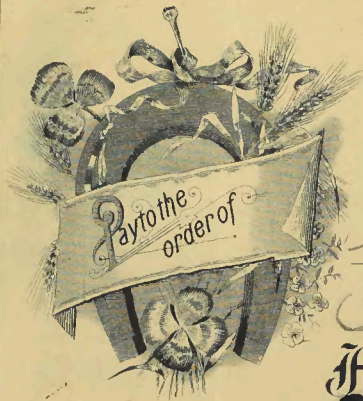
50 **Dollars**

Brown & Orr

C. T. Rook

17

BROWN & ORR.
AGRICULTURAL IMPLEMENTS, &C.



Jonesville, Va.

July 4

1904

No. 472

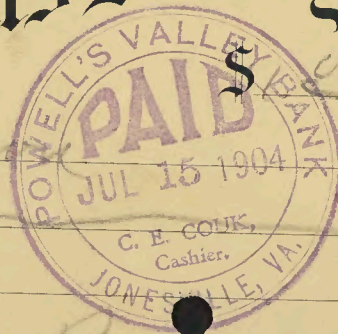
Powell's Valley Bank

Chas Brown

Owner

For

Self



\$

00

Dollars

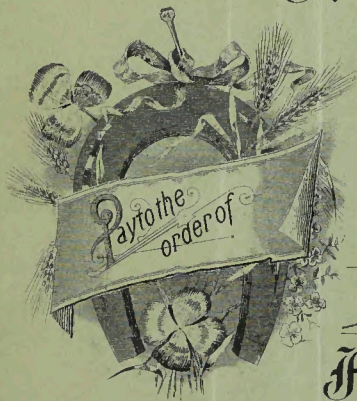
Brown & Orr

C. K. Brown
L. A. Russell

✓

13

BROWN & ORR,
AGRICULTURAL IMPLEMENTS, &C.



Louisville, Ky., U.S.A.

Jonesville, Va. June 15 1906 No. 571

Howell's Valley Bank

\$60.00

A. G. Hyatt Cash

Sixty Dollars

For Chk. B.

Brown & Orr

43,

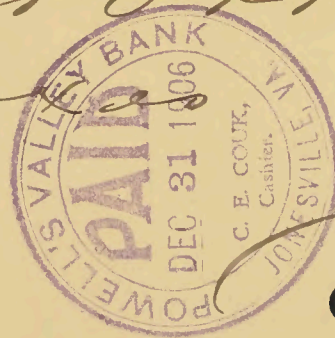
PAY TO THE ORDER OF
ANY BANK OR BANKER
PENNINGTON CIP BANK,
WASHINGTON, D.C. VA.
A. G. HYATT, CASHIER.

POWELL'S VALLEY BANK,

JONESVILLE, VIRGINIA.

Debit

Brown
John



2.50

251

501

190

Brown 705 CORPORATION TAX.

To *6* Town of Jonesville, Virginia, Dr.

TAXES FOR 190

	VALUATION.	RATE.	AMOUNT.
<i>Goods</i> PERSONAL PROPERTY	<i>500</i> \$	<i>50</i> — CTS ON \$100.	<i>250</i>
REAL ESTATE	\$	— CTS ON \$100.

Total \$

Penalty \$

Received payment, this the *30* day of *Nov*, 190*2*

W. H. H. H. H. Treasurer.

Brown & Keweenaw

CORPORATION TAX.

To

Town of Jonesville, Virginia,

Dr.

TAXES FOR 190-----

	VALUATION.	RATE.	AMOUNT.
PERSONAL PROPERTY	\$ <i>70</i>	<i>50</i> CTS. ON \$100.	<i>35</i>
REAL ESTATE	\$ <i>432</i>	<i>50</i> CTS ON \$100.	<i>216</i>
Total			\$ <i>251</i>

Penalty

\$

Received payment, this the

30

day of

nov

190

W. H. Keweenaw, Treasurer.

POWELL'S Valley Bank

NO 337

JONESVILLE, VA., OCT 27 1896

Brown & Orr,
Agricultural Implements, &c.
Jonesville, Va.

PAY TO THE
ORDER OF

Willas Garrett

\$ 1.25-

One $\frac{25}{100}$ DOLLARS

For Coal at mines

Brown & Orr

Silas Garrett
J. O. Gibson & Co

21

POWELL'S Valley Bank

NO

JONESVILLE, VA. OCT 22 1896

Brown & Orr,
Agricultural Implements, &c.
Jonesville, Va.

PAY TO THE
ORDER OF

Charles Garrett
One hundred and twenty five
for cash

\$1,25-

25 DOLLARS

Brown & Orr

Si Garret
J. O. Gibson & Co.

41

VIRGINIA.

No.

JONESVILLE,

DEC 30 1895

188

POWELL'S VALLEY BANK,

PAY TO

C. F. Brown

OR BEARER

Seventy Six & 45/100

DOLLARS,

\$ *76 & 45/100*

Brown & Orr

*Money advanced C. F. Brown to
pay notes in bank - to be returned*

~~Bank~~
L. H. Brown

POWELL'S WALTER BANK

1888

71

DOLLARS

OR BEER

POWELL'S Valley Bank

No. 68

JONESVILLE, VA., Sept 25 1894

Brown & Orr,
Agricultural Implements, &c.
Jonesville, Va.

PAY TO THE
ORDER OF

A. G. Syatt

\$ 15.80

— Ten —

80/100 DOLLARS

For N. S. Cox note

Brown & Orr

15

A. G. Hyatt
" 2

FOR COLLECTION
FOR ACCOUNT OF
PENNINGTON GAP BANK
A. G. HYATT, Cashier
PENNINGTON GAP, VA.

VIRGINIA.

No. _____

JONESVILLE, *January 13* 188*8*

POWELL'S VALLEY BANK,

PAY TO *Les Brown*

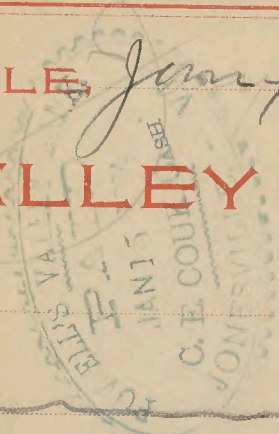
OR BEARER

one 50/100 _____ DOLLARS,

\$ *1.50*

for self

Brown & Co



Leslie Brown

POWELL'S Valley Bank

No 25-

JONESVILLE, VA.

Feb 4 1894

Brown & Orr,
Agricultural Implements, &c.
Jonesville, Va.

PAY TO THE
ORDER OF

Wm Brown

\$ 1.00

One

DOLLARS

For self

Brown & Orr

17
L. S. L. Brown
L. A. Russell

POWELL'S Valley Bank

NO 27

JONESVILLE, VA., March 3^d 1894

Brown & Orr,
Agricultural Implements, &c.
Jonesville, Va.

PAY TO THE
ORDER OF

Wm Brown

\$ 1.00

one

DOLLARS

Chas. W. acet.

Brown & Orr

Lock Brown
C. A. Russell

POWELL'S Valley Bank

No. 53

JONESVILLE, VA. Jan 29th 1894

Brown & Orr,
Agricultural Implements, &c.,
Jonesville, Va.

PAY TO THE
ORDER OF

C. A. Russell

\$ 44.50

Fourty four and 50/100 DOLLARS

in full on acct for L. K. Brown
Brown & Orr

C. A. Russell

61

POWELL'S Valley Bank

NO 146.

JONESVILLE, VA., June 8 1894

Brown & Orr,
Agricultural Implements, &c.
Jonesville, Va.

PAY TO THE
ORDER OF

A. G. Hyatt Cash

\$ 1 80

one

$\frac{80}{100}$ DOLLARS

Change C. K. B. acc't

Brown & Orr

20

PENNINGTON CAP & V.
A. G. HYATT, Cashier.
FOR ACCOUNT OF
FOR COLLECTION

POWELL'S Valley Bank

No 79

JONESVILLE, VA., NOV 14 1894

Brown & Orr,
Agricultural Implements, &c.
Jonesville, Va.

PAY TO THE
ORDER OF

St. F. Colman

\$ 6.85

Six

~~5~~ DOLLARS

For L. H. B.

Brown & Orr

H. F. Deenan

...

A. M. Brown

Me

POWELL'S Valley Bank

NO 56

JONESVILLE, VA. July 10 1894

Brown & Orr,
Agricultural Implements, &c.,
Jonesville, Va.

PAY TO THE
ORDER OF

Lee Brown
Hinton

\$ 13.50

50/100 DOLLARS

Brown & Orr

led K. Brown
March 14 1894
FOR COLLECTION
Merchants National Bank
J. M. GILBERT, TREASURER, NEW YORK

FOR COLLECTION, CREDIT AND
 ACCOUNT OF
 APPALACHIAN BANK,
 BIG STONE GAP, VA.
 W. A. MCDOWELL, PRESIDENT

For Collection, for Account of
 CITY NATIONAL BANK,
 KNOXVILLE, TENN.
 Wm. S. SHIELDS, President.

34

VIRGINIA.

No.

JONESVILLE, Dec 1st 1884

POWELL'S VALLEY BANK,

PAY TO *your self*

OR BEARER

Thirteen
for cash ————— DOLLARS,

\$ *13⁰⁰*

Brown & Co

23

POWELL'S Valley Bank

No. 14

JONESVILLE, VA. Dec 16 1893

Brown & Orr,
Agricultural Implements, &c.
Jonesville, Va.

PAY TO THE
ORDER OF

Les E Brown

\$ 200

DOLLARS

Chas to his acct

Brown & Orr

East Brown
C. A. Russell

24

V

POWELL'S Valley Bank

NO 16

JONESVILLE, VA. Dec 25- 189 8

Brown & Orr,
Agricultural Implements, &c.,
Jonesville, Va.

PAY TO THE

ORDER OF

cash Brown

\$ 200

Two
hundred and no/100

DOLLARS

Brown & Orr

Leslie Brown
C. A. Russell

— 54

VIRGINIA.

No. JONESVILLE, OCT 10th 1888

Pennington Gap
~~POWELL'S VALLEY~~ BANK,

PAY TO *C. A. Russell* OR BEARER

PENNINGTON GAP VA
PAID

OCT 24 1893

Two DOLLARS,

For C. A. Brown.

\$ *2.00*

Pennington Gap, Va.

Brown & Orr
for C. A. B.

C. A. Russell

J. E. Fry

$$\begin{array}{r} 40 \\ 17 \\ \hline 25 \\ 82 \\ \hline 77 \end{array}$$
$$\begin{array}{r} 28 \\ 35 \\ 17 \\ \hline 80 \end{array}$$

$$\begin{array}{r} 200 \\ 75 \\ 3 \\ \hline 1700 \\ 1794 \end{array}$$



POWELL'S VALLEY BANK.

Jonesville, Va., 6/39

No. _____

Pay to *yourself*
Three & 45/100

or order

\$

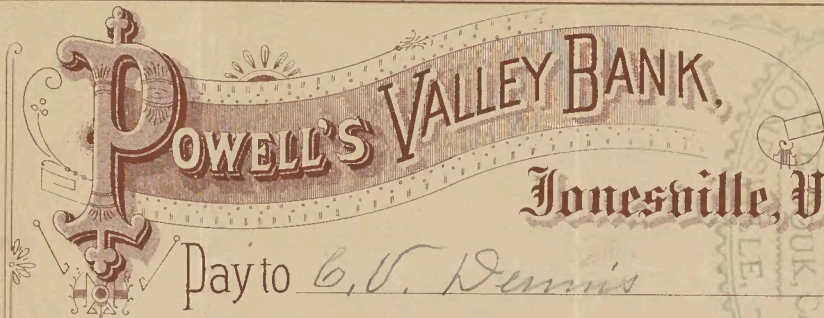
1893
451
Dollars

For

See an entry
For L. K. Brown

Brown & Orr

27



No. _____

Jonesville, Va., July 13 1893

Pay to C. V. Dennis

or order \$1.00

one

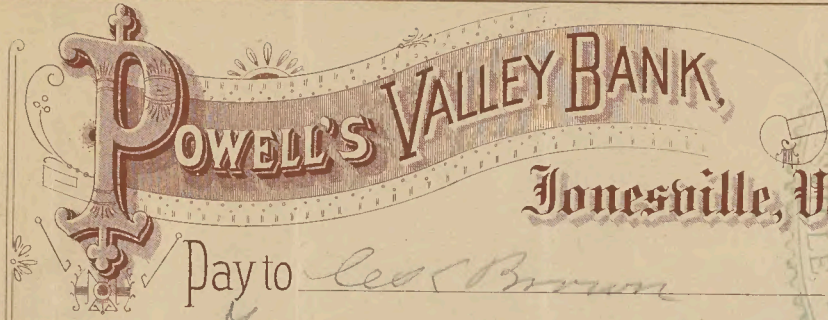
Dollars

For charge to the acct. C. V. D.

Brown & Orr

Carrie Dennis
Castroville

84



POWELL'S VALLEY BANK,

Jonesville, Va.

No. _____

July 14 1893

Pay to Cash Brown

or order \$ 2.00

Dollars

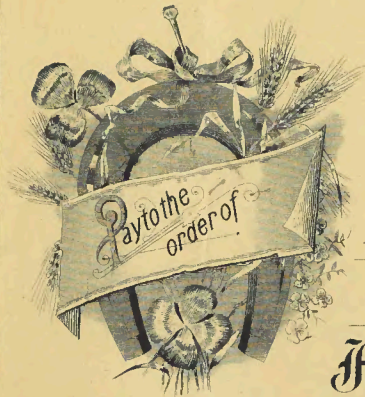
For Cash B

Brown & Orr

Leslie Brown

24

BROWN & ORR.
AGRICULTURAL IMPLEMENTS, &C.



Lowville L.P. Co., Syracuse, N.Y.

Jonesville, Va. July 23. 1903 No. 470

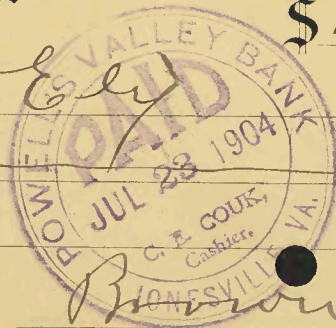
Howell's Valley Bank

\$10.00

C. W. Ely
Per

For

Dollars



Brown & Orr

EW 64

SE

BROWN & ORR.
AGRICULTURAL IMPLEMENTS, &C.



Lansville 1904 Co. Lancaster, Ky

Jonesville, Va. Dec 21 1904 No. 468-

Howell's Valley Bank

C. C. Blunk Cashier

\$ 10 00

Ten

Dollars

For

Brown & Orr

CC 2t entkushij

JM. RW. E. Orr

VE

POWELL'S Valley Bank

No. 356

JONESVILLE, VA., April 13 1897

Brown & Orr,
Agricultural Implements, &c.
Jonesville, Va.

PAY TO THE
ORDER OF

Let Brown
Ten n/100
For Let B.

\$

00
DOLLARS

Brown & Orr

L K Brown
G. A. Russell

664.40
8337

581.03

536.55
7169

46486

H. C. Joslyn's Account.

Sue V/ Brown & C. K. Brown.

1895.			
Mr. 28	To 1 3/5 acres of land this day deeded to them.	Dr. \$145.00	Cr.
	Cr. by 1 cow		\$18.00
	Cr. by 1 horrow "Disk"		28.00
	Cr. by 2 notes for \$49.50 each		99.00
	Settled March 28/95	\$145.00	\$145.00

1895.	C. K. Brown.		
Oct.	To 1 1/2 day plowing	\$ 1.25	
Nov. 1	To pasturing cow from July 5th to Oct. 14, 1895 3 1/2 months	3.33	
	To pasturing calf 3 Mo. to Nov. 4/95	1.00	\$5.58

Paid.

1895.	Tom Brown.		
Nov. 12	To 10 lbs shd. meat 5 1/2	.55	
" "	Cr by Wheel barrow		3.75
" "	Dr to Amt of A. J. Brown	77	
" 22	Dr. to 10 lbs sausage	1.00	
Nov. "	" to 79 lbs of bones	26	
Dec. 3	to 47 lbs lard 10	4.70	
1896			
Jan. 27	Cr By cash to bal.		3.53
	Settled Jan. 27/96	\$7.28	7.28

1896	C. K. Brown.		
Mrc. 10	To 1 day hlg. & Plowing	\$2.50	
" 14	To hlg. 955 lbs from Ocoenita	95	
" 17	To hlg. 1823 lbs " "	1.82	
" "	By 2 lbs of potatoes		\$4.50
Apr. 10	To harrowing and laying off garden	62	
" 14	By amt. to T. W. Fleenor	20	30
" 27	To laying off garden	20	
" 28	To 200 feet seasoned oak lumber		2.50
" 30	By 1 barrel cement.		3.00
May 2	To 120 boards	48	
May 5	By one ton plaster		5.00
May 6	By 50 lbs cement		50
May "	Dr. to freight overpaid	56	56
		9.63	13.30

Page 94.

1896.	C. K. Brown.		
May 20	Amt. from page 79	\$9.63	\$13.30
" "	Cr. by 2 fro hinges.	35	40
June 3	Dr. to plowing garden	35	35
June 10	By 60 lbs twine		6.60
" "	By 1 qt oil		15
" "	To repaid for mowing machine		10
June 20	To plowing garden	35	8
July 13	To 4 1/2 lbs Rope		45
" "	To check	10.78	10.78
		21.11	21.11

Settled July 21./96

1896	Thomas Brown. ground.	
Aug. 31	To hauling to and from Campgr	Dr: 75:

		Dr.	Cr.
Oct. 1	To Hauling to P. Gap.	.50	
Nov. 13	To killing and dl. 2 hogs	1.00	
" 28	By 1 grind stone & frame		\$4.00
Nov. 1	To pasturing cow 5 1/4 mo.	5.25	
" "	To " horse 12 days	50	

Page 127

C. K. Brown.

1896			
Aug. 31	Hlg. to & from Camp ground.	.75	
Oct. 1	To To " " P/ Gap.	.50	
Nov. 13	" Killing and dl. 2 hogs	1.00	
" 28	By pasturing cow 5 1/4 Mo.	5.25	
" "	" " horse 12 days	50	
1897			
Jan. 5	Cr. by Brown & Orr bill		6.50
Mar. 23	Cr. by 4 sacks plaster		6.00
" 31	Dr. to check	4.50	AXX
	Paid		
		<u>\$12.50</u>	<u>\$12.50</u>

Tom Brown.

1897		
Aug. 8	To 2 bush. oaks	.70
	Paid.	

1898			
Apr. 6	To 2000 lbs corn fertilizer per ton	\$21.00	\$21.00
" "	" hauling 400 lbs from Depot		\$ 40
" 7	To hauling 2000 lbs from Ocoonita		2.00
" 11	To " 2800 " plaster "		2.80
" "	To " 100 lbs drill "		10
" "	Cr. by 1000 lbs plaster		6.25
" 12	To check on P.V. Bank		20.00
	bolt		2
" 12	To hlg. 1200 lbs pl ster		1.20
" 12	To 1 corn plaster		15.00
" "	To 13 plank 78 feet		78
" 18	To 1/2 Bu. potatoes 25		25
" 20	To 11 scantlin 2x4 & 12 long. 88 ft.		88
		<u>42.25</u>	<u>28.43</u>

page 183.

C. K. Brown & Brown & Orr.

1898			
May 6	Amt. from page 163	\$42.25	\$28.43
" "	To 4 scantlin 2 x 466 12--44 ft.		32
" 23	Dr. to check to Bal.		13.50
	Settled May 23/98	<u>42.25</u>	<u>42.25</u>

1898	Brown & Orr.	Cr.
Nov. 22	By meat knives	Cr. 60
" 28	By 1-3 1/4 x 10 Srudebaker Wagon	60.00
" 30	To freight	\$4.68
" "	T pasturing cow Brown	4.67
" "	To check No. 539 B. & O.	51.25
	Settled Nov. 30/98	<u>\$ 60.00</u>
		<u>60.00</u>

1899	C. K. Brown & Orr.	
Mch. 24	To hlg. to loads B. Bats.	.50
Apr. 21	To 1 load manure	1.00
" "	To Hauling "	25
" "	By 70 lbs wire 1 1/2	\$ 1.05
" "	To harrowing and laying off lot	75
May 11	By 57 lbs plaster	57

continued.			
June 9	By 60 lbs twine 12 1/2	7.50	
" "	By sack fertilizer	2.50	
" 10	To plowing lot		.35
" 26	To amt. on J. W. Orr		9.00
Aug. 24	1 qt oil	15	
" 27	To 2 C. ground & ret.	1x00	1.00
Aug. 27			
Sept. 19	To 5 bush. corn 44 45		2.25
Sept. 25	To pasturing cow 4 mo. 25 d.		4.85
Oct. 23	By drill repairs	1.50	
" "	By 4 tons fertilizer	64.00	
Nov. 3	Dr. to int. on note		3.25
Nov. #	Dr. to Check		54.07
Settled Nov. 3/99		\$77.27	\$77.27

C. K. Brown.			
1900			
Mch. 29	To 3/5 day plowing &c.		\$1.50
Mch. "	To 3/4 bush. oats		.27
Apr. 17	By 160 rails	\$1.60	
" 26	By laying off		10
May 25	By 60 lbs twine 14	8.10	
June 13	By 1 qt oil	15	
July 11	To use of horse three days		1.50
Aug. 3	To plowing and howroring garden		90
A" "	To A. J. Brown bill		3.16
" 7	To use of Bruce 1 day		50
" 20	By 13 M. M. sections & rivits	1.14	
" 28	To use of Bruce 1 day		50
Sept. 13	To " " 1 "		50
Sept. 24	To " " 4 "		2.00
Oct. 2	To hauling 1000 lbs fertilizer.		1.00
" "	By 3000 lbs fertilizer	24.75	
Nov. 10	By links	10	
Nov. 10	Pasturing cow 2 months		2.00
" 26	To int. on note		3.00
Nov. 26	To check to bal.		18.91
		\$35.84	\$35.84

1901.

Feb. 7	To load oat straw dl.		\$ 2.00
Mch. 19	To Bruce 1 day		50
" 20	To plowing garden		1.00
June 25	To plowing garden		25
	oil	\$.15	
June 27	By two rolls twine	1.00	
June 28	By three Balls twine	1.50	
Oct. 2&4	To use of Bruce 2 days		2.00
" 16	To hlg. ton Fertz. Jack		2.00
" "	By 2 tons Fertz.	33.00	
" "	By 8 rubber tubes 22	1.76	
Nov. To	pasturing caw 6 1/3 mo.		6.33
" 19	To killing and dl 2 hogs		1.00
" 26	To int. on note		3.00
" "	To check.		19.41
Settled Nov. 26 1901		37.41	37.41

	C. K. Brown.	Cr.	Dr.
1902.			
Mch. 1	To 350 boards 40		\$ 1.40
" 20	To horse and sled		50
" 21	To season of Ball		1.00
" 24	To plowing garden		1.00
Apr. 14	By ord on A. J. Fitts	\$ 2.08	
May 24			
& 25	To use of Bruce 2 days.		1.00
" 25	By cash on Bruce	1.00	
" 28	by 1 double plow	3.25	
June 13	To 1 fine pig		2.00
" 25	To 10 lbs twine 12 1/2	1.25	
" "	To 1 qt oil	15	
July 22-23 24	To use of Bruce 3 days		1.50
" 27	To bruce trip to Westons		1.00
Aug. 2-3	To Bruce trip to Westons		1.00
" 7&8	To Bruce 2 days		1.50
" "	To 10 feet guttering		40
Sept. 29	By 1 1/2 ton fertz.	24 .75	
" "	To hlg. 1000 lbs fertz.		1.00
Oct. 1	To " 1800 " "		1.80
Nov. 15	To pasturing cow 6 1/3 mo. 1902		6.33
" "	By repairs	20	
" "	Dr. to Interest		3.00
" "	To check		8.25
	Settled Nov. 25 /02	32.68	\$32.68

	Brown & Orr.		
Apr. 1	To hlg. 21 sacks fertz.		\$ 5.25
" "	To due bill A. J. F.		2.15
" "	By 3 sk Fertz. 1.85	\$ 5.55	
June 9	By plows W.S.M.	60	
" 22	By 50 lbs twine 12 1/2	6.25	
Nov. 28	To kill and dl 1 hog.	50	
	By 3000 lbs fertilizer	24. 75	
Dec. 21	To costs case of castle		50
" "	To interest		3.00
" "	To check		285.77
	Settled Dec. 21/04	\$37.15	\$37.15

	Brown & Orr		
1905			
July 28	To hlg. dirt		\$ 1.00
" "	To due bill		1.00
" 29	dif. on apples		40
Nov. 1	To pasturing cow 1905		6.00
" "	To " 2 cow 19 05		3.00
" "	To kill and dl. hog		60
	To int. on note to Oct 28/ 05		3.00
	To check		11.35
			26.35
June 22	By two bales wire	\$18.00	
Dec. 9	By 1000 lbs fertilizer	8.25	
	Buggy tips	10	
	Settled Dec. 9th 1905.	\$26.35	

*Jaslyn's
Account.*

1887
Jan 1
Feb 1
Mar 1
Apr 1
May 1
Jun 1
Jul 1
Aug 1
Sep 1
Oct 1
Nov 1
Dec 1
Total

1888
Jan 1
Feb 1
Mar 1
Apr 1
May 1
Jun 1
Jul 1
Aug 1
Sep 1
Oct 1
Nov 1
Dec 1
Total

1889
Jan 1
Feb 1
Mar 1
Apr 1
May 1
Jun 1
Jul 1
Aug 1
Sep 1
Oct 1
Nov 1
Dec 1
Total

Collections made by James W. Orr Survivor of the firm of Brown
& Orr.

1907

Jan. 10.	Cash from J. F. Jones	\$1.25
Jan. 15	Check from Nichols Shepherd & Co	10/90
Jan. 16	Cash from C. E. Couk,	.25
Jan. 18th	H. C. Joslyn's acount.	29.55
Jan. 19	from A. M. Ely for wire	23.10
Jan. 21	From Kemp Mise Acct.	1.00
Jan. 23	From C. H. Johnson acct.	L.10
" "	From Burchett acct	15
Jan. 24	Amount for J. C. Moore note deposited in P. V. Bank for \$68.60 due Sept. 1st, 1907 without interest	66.00
Jan. 25	Voucher for L. & N. R. R. Co	15.00
Jan. 28	From Cal Kincer acct.	1.64
Jan. 30	From J. E. McDowell acct.	1.53
Feb. 1st,	From J. R. Ely bal. note	2.75
" 1	From B. M. Morgan bal ac t.	5.85
" 8th	From J. S. Willis acct.	2.75
Feb. 9th	From Con Rutledge acct.	50
Feb/ 8	From W. P. Weston acct.	1.10
" 8	For notes discounted at P. V. Bank	164.15
Feb. 11	H. H. Pridemore acct.	9.00
Feb. 12	From E. C. Courtney acct.	2.75
Feb. 13	From G. M. Watson bal acct.	1.25
Feb. 18	From John Howard acct.	4.50
Feb. from	Irby Hobbs note	7.32
Feb. 19	From Tucker Mise bal note	80
Mar. 5	From J. M. Weston acct.	1.50
Mar. 9	From James A. Blakemore acct.	4.97
Mar. 13	From W. W. Quinley bal. note	1.10
Mar. 11	From W. S. Martin acct.	5.93
Mar. 14	From W. E. Wynn acct.	10.04
Mar. 13	From John McConnell acct.	80
Mar.	Voucher from L. & N. R. R. Co	37.50
Mar. 18	From W. S. Neff acct.	4.50
Feb. 14	From W. E. Glass acct.	50
Ma5. 20	From C. C. Blankinship acct.	7.50
Mar. 30	From W. B. Merriman acct.	8.13
Apr. 4	from C. C. Blankinship bal acct.	5.66
Apr. 20	From C. M. Seals note	22.82
Apr. 23	From Crip Pateet acct.	9.59
May 1	From Butler Munsey acct.	50

" From Sale of horse

and Inventory

58.00
5.25.23.
934.33
\$ 1459.56

Amounts paid out by James W. Orr Survivor &c.

1907 .		
Jan. 25	By Amount paid Kentucky Wagon Mfg. Co's noteto the People's National Bank.	\$102.67
Jan. 25	By Actt. paid Kentucky Wagon Mfg. Co., at 5% discount	106.21
Feb. 4th	Paid Pennington Lumber Company Acct.	8.86
Feb. 2nd	Paid Lewis & Chambers acct.	20.00
Feb. 2nd	Paid Belknap Hardware & Mdf. CO.,	17.50
Feb. 2nd	Paid Standard Oil Company	22.18
Feb/ 2nd	Paid Mitchell Powers Hwd. Co.,	20.09
Feb. 2nd	Paid Norton Hwd. Co.	4.50
Feb. 2nd	Paid Perry Mfg Co.	41.60
" "	Paid Pittsburg Steel CO/	23.10
Feb. 11	Piad Bickford & Huffman Co.,	334.96
Feb. 2nd	Paid Virginia Carolina Chemical Co.	125.00
Feb. 4	Paid Postage on duns	1.04
Feb. 6	Paid Perry Mfg. Co. Bal.	2.01
Feb. 6	Paid Mitchell Powers Hdw. Co. bal.	3.19
Mar. 1	Paid A. B. Saffle	50
Mar. 4	Paid Mrs. Pridemore hauling	1.80
Mar. 18	Paid J. L. Diffindaffer acct.	2.35
Mar. 30	Paid International Harvesting Co.	350.90
Apr. 6	Paid The Southern Saddlery Co.	84.81
Apr. 9	Paid Powell's Valley Bank Amt. of the Irby Hobbs note	7.32
Apr. 23	Paid same amt. C. M. Seal note	22.82
May 1st	Paid C. M. McClung & Co on acct.	40/79

1374.70

James W. Orr Sur. &
vs. { In Chy.

Robt. L. Pennington adms.

Statement of Collections
by James W. Orr,
Survivor for the firm
of Brown & Orr up to
Sept. 1, 1907.

"O"

Additional statement of collections and disbursements made by
James W. Orr, survivor of the firm of Brown & Orr, and since

Sept. 1st, 1907, as follows:

1907.
Sept. 28, By amt. paid C.M. McClung & Co.
bal. of their account.....\$28.60

Oct. 1st. By amt. paid International
Harvester Company, note.....120.00

Oct. 29 To amt. from B. F. Snead acct. \$ 5.00

Oct. 30 By Amt. paid Virginia, Carolina
Chemical Company, note.....619.87

Nov. 1st, To amt. from L. & N. R.R. Co.
voucher for cost 2.85

Nov. 1st By amt. paid Ewing, clerk, cost
Total 2.85

$$\begin{array}{r}
 2.85 \\
 \$771.32 \\
 \hline
 1324.20 \\
 \hline
 \$2095.52
 \end{array}
 \quad
 \begin{array}{r}
 \$7.85 \\
 1459.56 \\
 \hline
 \$1467.41
 \end{array}$$
*summary
collections*

Paid out.

James W Orr, Survivor &c.

James W. Dr. Sumner
Additional Statement
of Collections & Disbursements

Statement

"Q"

(Exhibit "B" with bill
inside of this)

Additional statement of collections and disbursements made by James W. Orr, Survivor of the firm of Brown & Orr since Nov. 1st, 1907, and including all accounts and notes due said firm that are considered solvent, and showing the payments of all debts against the said firm except the two notes held by Susan V. Brown and a small item or two claimed by parties, which small items are disputed and not intended to be paid, as follows:

1907		
Dec. 14"	By Amt. paid W. B. Andis, Balance due him on account.	\$.62
Dec. 14"	To amt. from J. C. Boatright, acct.	\$.75
" 14"	" Bal. A. M. Brown, note	3.85
" 17"	" Amt. Tucker Mise, acct.	10.20
1908		
Jan. 22nd	" M. G. Ely Acct.	6.64
" "	" Jonesville Corporation, Acct.	1.32
" 28"	" R. L. Pennington, Acct.	2.86
Feb. 1st	" Amt. on D. C. Sewell, Acct.	25.80
" 3rd	" Kemp Hall, Acct.	.30
" "	" L. B. Hyatt, Acct.	1.00
" "	" W. L. Spencer, Acct.	2.50
" "	" John Kirk, Acct.	3.00
" "	" Robert Bolin, Acct.	10.81
" "	" Cook Brothers, Acct. Bal.	3.05
" "	" C. Glanary, Acct.	1.00
" "	" Hatton Flanary, Acct.	1.50
" "	By Amt. paid M. D. Garrett, costs	.50 .50
Feb. 1st,	By Amt. paid C. W. Woodward, Bal. Acct.	30.00
Feb. 12"	To Amt. Dr. Ewing, Acct.	1.65
Feb. 24"	By Amt. paid Powell's Valley Bank Brown & Orr note	425.20
		<hr/> \$456.32
		\$76.23

1908

Mar. 9th Amts.brought forward \$456.32 \$ 76.23

" 9" To Amt. James Johnson, Acct. .35

Mar. 31st, To Amt. R. A. Gibson, Acct. 3.20

Apr. 9" " " D. C. Sewell, Bal. 5.00

" 9" " 2 J. A. G. Hyatt, Acct. 5.50

" 11" " " J. J. Blakemore, Acct. 1.80

" 11" By " Paid Costs on Warrants, J. P. 3.50

" 24" " " " International Harvester Company, 25.00

To Amount of following accounts not collected but collectable,

C. T. Duncan, Accts 27.41

G. W. Orr, Acct. 4.75

B. H. Sewell's Acct. 32.88

Amounts brought forward from

previous statement, see statement "O" 2095.52 1467.41

Total assets collected & Collectable 1615.53

Total paid out on debts 2580.34

Over paid collections 964.81

Amount overpaid collections 2580.34 964.81

Two notes held by Sue V. Brown and unpaid, and which amounts on April, 1st, to 147.10

Note of firm to James W. Orr unpaid and which amounts April 7th, 1908 to 687.10

Total indebtedness over and above assets. 1799.01

Amount due firm from C. K. Brown's Est/ being the excess of his account ~~over~~ ^{as} amount of James W. Orr's account to firm, 944.58

Deficiency of assets to ~~pay~~ ^{excess} indebtedness should the Brown ~~estate~~ be realized 854.43 \$1799.01

charged in books, over

James W. Orr
Survivor V.C.

Virginia, Lee County, to-wit:

I, A. O. Brown, a notary public in and for the county and state aforesaid, do certify that James W. Orr, this day personally appeared before me and made oath that the foregoing statements is true to the best of his knowledge and belief.

Given under my hand this Apr. 29th, 1908.

A. O. Brown N.P.

To Supply Ex "H"
with bill. &c.

James W Orr-Sumner
v. c.
vs. Additional Statement
by J. W. Orr-Sumner
v. c.
R. L. Pennington Soling
et als.

The within statement is
filed by consent in the above
chancery cause, as showing
correctly the facts stated
therein, and is to have
the same force and effect
and no other, as if made
and reported by J. O. Wood-
ward, Commissioner as a
supplement to his report
filed in the cause on
the 6th day of December
1907, & that the statements
are facts as far as
they go.

Plaintiff's
vs. of

R. J. Irvine and
Duncan & Cridlin for plff.

James W Orr/ Survivor &c.

Plaintiff.

vs.

In Chancery.

R L. Pennington, Admr. &c. et al,

Defendants.

The following facts are agreed upon in this cause to-wit:

1st. ~~That C. K. Brown contributed no capital to the firm of Brown & Orr, and that James W. Orr contributed to the capital stock of said firm \$372.92 march 23rd 1894, see note, exhibit "B" with plaintiff's bill.~~

2nd. That the goods wares and merchandise on hands at the time of the death of C. K. Brown amounted to \$934.33" See Exhibit D with bill.

3rd, That a correct list of notes due the firm Jan. 8th, 1907, is exhibited with bill, See "E". *and amount to \$*

4th. That a correct list of accounts due the firm Jan. 8th 1907 as shown by the books is exhibited with bill, see "G". *and amount to \$*

5th, That the books kept by C. K. Brown shows his account with said firm to be \$2605.59, See "H". with bill, and the said books ~~show~~ the account of James W. Orr to be, with said firm, \$1661.01, and that the books may be used in reference to said accounts instead of copying the same.

6th, That the indebtedness of said firm amounted on Jan. 8th, 1907 to the sum of \$3022.38, without calculation of interest, see Exhibit "J" with said bill.

7th That of the purchase money due from Amanda Spencer for the Joslyn house and lot a balance remains unpaid, Sept. 1st, 1907, of \$292.09 principal and \$22.30 interest to said date.

8th. That the amount collected by plaintiff as surviving partner of the firm of Brown & Orr to Sept. 1st, 1907, including inventory "D" is \$1459.56, and the amount paid out by him on indebtedness of said firm to that date is \$1324.20 See "D".

9th. That the \$112.00 paid on the ~~house and~~ lot in Pennington Gap conveyed by A. S. Day and wife to C. K. Brown and Susan V. Brown ^{and} was paid, of the effects of Brown & Orr; and that the firm of Brown & Orr shall have the ~~house and~~ lot and pay the balance of the purchase

money due thereon.

10th. That the \$34.00 paid on the lot in Pennington Gap, and conveyed by Pennington Gap Improvement Company to C. K. Brown and Susan V. Brown, was ~~not~~ ^{by Susan V. Brown} paid ~~out of the effects of Brown & Orr~~, and that the said Susan V. Brown shall have the said lot and pay the balance of the purchase money due thereon.

*That the said fees of the Chancery
Court of Susan V. Brown vs.*

*McCormick shall be used as
evidence.*

*Pennington Bros. Atty
for R. H. Pennington Adams
& Susan V. Brown.*

James W. Orr, Surmear &c.

James W Or Surinor
vs

Agreed facts

R. L. Pennington
Attor. et al.

J. W. Orr, *Survivor &c.*

Plaintiff.

vs.

In Chancery

R. L. Pennington, AAdmr. &c. *et als.*

Defendants.

Ex Ceptis by J. W. Orr -

The plaintiff excepts to the report of J. O. Woodward, *Court*,

First, because he does not allow in favor of the plaintiff an item of \$40.20 for lumber paid to Geo. M. Blankenship by credit of the firm's books July 19th, 1897. (See Book 2, page 25)

Second, because he does not allow an item of \$_____ on account of J. J. Blakemore, *See deposition of W. E. Orr,* page _____ ~~paragraph 3~~).

Third because he does not allow \$13.00 for wagon wheels sold to Gus Talley, *(See deposition of W. E. Talley, page _____;* also book No. 2 filed with depositions of W. E. Orr.

Fourth, because of an error in report ^{ing assets} which is corrected by additional statement filed herein by James W. Orr, and referred to as part hereof.

*G. J. Duncan.
Geo. P. Briddle
R. J. Irvine.
Counsel for Plff.*

James W. On Survivor
et al.

vs
3 Exceptions to
Camp's Report,
by Plff.

R. L. Pennington Adversus
et al.

Filed May 5th 1908.
J. H. T. Ewing,
Clerk



Mr. J. C. Boatright,
Jonesville,
Virginia.

Personal.

UNIVERSITY OF
JUN 10
10PM
1908
REC'D

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *R. L. Punnington, Adm. of the estate of*
C. K. Brown, deceased, Susan V. Brown, widow, Caswell Brown,
Guy Brown & William Brown, children & heirs at law of C. K.
Brown, deceased, and Allie Amanda Spencer, Rebecca Flanary,
A. S. Day & Punnington's Lumber Improvement Company, a corporation,
to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on
the *1st* Monday in *April*, 190*7*, to answer a bill in chancery exhibited against *them*
by James W. Orr, Survivor of him self and C. K.
Brown, deceased, merchants and partners trading
under the firm name of Brown & Orr,

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *15th*
day of *March*, 190*7*, and 1*31st* year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk

_____, Clerk

Jas. W. Orr, Surr. vs.

VS

SUBPOENA
IN
CHANCERY

R. L. Pennington, Admr.,
et al.

Duncan & Crislin }
& J. L. Noel } p. q.

To

1st April

Rules

Circuit

Court

Executed by delivering an attested
office copy of the within sub-
poena in chancery to R. L. Pennington
Admr. vs. Duncan & Crislin, et al.
Sydney Spencer & Alfred
Manery. Nov 16th 1907.
C. E. Denny D. S.
for P. M. Hall D. S. & C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *R. L. Punnington, Admr. of The estate of*
C. K. Brown, deceased, Susan V. Brown, widow, Cassell Brown,
Guy Brown, & William Brown, children & heirs at law of
C. K. Brown, deceased, and Allie Amanda Spencer, Rebecca Flanagan,
A. S. Day & Punnington's Lumber Improvement Company, a corporation,
to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on
the 1st Monday in April, 1907, to answer a bill in chancery exhibited against *Them*
by James W. Orr, Survivor of himself and C. K.
Brown, deceased, merchants and partners trading
under the firm name of Brown & Orr.

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the 15th
day of March, 1907, and 131st year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk

_____, Clerk

Jas. W. Orr, Surv. &c.

VS

}

SUBPENA
IN
CHANCERY

R. L. Pennington, Adm.

et al.

Duncan & Laidlin,
& J. B. Noth, - p. q.

To 1st April Rules

Circuit Court

1907

Executed by delivering
to J. C. J. Lynn, President
of Pennington Gap, Sur-
vayment Co. & S. J.
Lay an attested copy
copy of the within writ,
this 10th 1907

J. L. Hughes, D. J.
For D. W. Noth, J. C.

James H. Orr. Sur v. s. c.

45. $\frac{2}{3}$ L. Chon cury

R. H. L. Cunningham & Co. v. s. c.

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